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The Solicitors' Journal.

LONDON, JUNE 11, 1870.

ON THURSDAY THE COURT OF COMMON PLEAS decided in favour of the petitioners the special case arising out of the Bristol Election. This result probably was not very generally anticipated, as the real nature of the point reserved was not generally known, and even now the decision seems much misunderstood by our contemporaries. The decision of the Court proceeded on the ground pointed out by us last week, that each person who voted for Mr. Robinson at the test-ballot did endeavour to procure his return. It was, therefore, bribery to give money to persons to induce them so to vote. It was stated by Baron Bramwell, as a fact, that at the time when the test-ballot was held there was a well-founded belief that the candidate who then obtained the majority would ultimately be returned.

This being so, it followed, almost as of course, that a vote for a candidate at the test-ballot was an endeavour to procure his ultimate return. It is needless to say that the decision, though unexpected, was in our opinion quite right, and moreover will be a beneficial one.

WE PRINT IN ANOTHER PART of this week's number two new series of rules just issued for use in the county courts, one relating to proceedings under the Debtors Act, 1869, the other to ordinary common law and equitable proceedings. The new Debtors Act rules are very short, but of considerable importance. Rule 2 of the rules originally issued in January last directed that a judgment-summons should not be issued by a court within the district of which the judgment-debtor did not reside except with leave of the Court. This rule was general in its terms; and it was pretty clear that the framers of the rule had not present to their minds section 3 of the County Court Act, 1867, by which, if an action is commenced in a metropolitan court, all subsequent proceedings in the action are to be taken in the same court if the party against whom they are taken resides or carries on business within the district of any of the metropolitan county courts. Hence, as far as the metropolitan courts were concerned, the Act and the rule were inconsistent. Rule 3 of the rules just issued gets rid of this difficulty by saying that for the purpose of judgment-summonses the districts of the metropolitan courts shall be deemed one district.

Rule 4 makes a change of great utility, though one which we should be greatly inclined to say was quite *ultra vires* were it not that there is a strong precedent in its favour. Section 5 of the Debtors Act gives power to commit for "any debt due in pursuance of any order or judgment." The Rule Committee in framing their original rules appear to have construed these words strictly, and to have held that though they included the amount of a judgment with costs up to judgment, they could not include any costs subsequent to judgment, such as costs of an unsuccessful execution. But the Court of Chancery, in its orders under the same Act, having in the meantime taken a more liberal view of the construction of the section, the Rule Committee have now provided that "all costs incurred by the plaintiff in endeavouring to enforce an order or judgment shall be deemed to be due in pursuance of such order or judgment," and they have altered the forms in use accordingly.

The remaining new rules are framed with the view of defining more clearly than was formerly done the mode of procuring, in the case of a debtor against whom a judgment-summons has been issued, and who wishes to raise a defence under the Bankruptcy Act.

Of the new rules issued with respect to common law and equitable proceedings, the most important are those upon the following subjects. Rule 3 enables a person entitled to money which has been paid into a county court other than that within the district of which he resides or carries on business, to have the amount remitted to him by post-office order. The new rule, however, does not include the not uncommon case of money being paid in to the credit of a defendant, as, of course, a defendant has no plaint note to send. The rule would have been complete if after the words plaint note there had been inserted "or the summons if the applicant be defendant." Rule 4 enables any person about to commence proceedings in a court within the district of which he does not reside to do so by sending the necessary particulars to the registrar by post. We hardly see why the metropolitan districts should be excepted from this alteration. Rule 5 makes the districts of the metropolitan courts one district only for the purpose of rules 3 and 4. The effect of which will be that a person residing, say at the N.W. extremity of the Marylebone district, and having money paid to his credit at Whitechapel, will have to travel some dozen miles to get it, unless the registrar chooses, at his own risk, to send the money by post. Generally speaking registrars are courteous enough to issue summonses by post now, if something like this rule 4 is complied with by applicants, but in London suitors will be deprived of that convenience if registrars act strictly on rule 5 in the matter. There is certainly a far greater interchange of business in the metropolitan districts than anywhere else, to the great advantage of the public, and why that interchange should be restricted in the manner intended it is hard to imagine. As to payments a better rule would be to fix a limit of say two miles from a court, beyond which money might be sent to the court or received by claimants through the post; the transmission of course being at the expense and risk of the interested parties. Rule 13 provides that, in proceedings for the recovery of small tenements, and in actions of replevin, costs may for the future be allowed upon the higher county court scale, that is to say, the scale applicable to actions of contract where more than £20 is claimed. Rule 14 corrects an awkward inaccuracy of expression occurring in the scale of costs issued in 1868. That scale provided for costs according to the higher standard in the case of "actions of debt on contract *exceeding* £20," and in the case of "actions of tort *where damages recovered exceed* £20." But it did not in terms apply to actions of tort in which more than £20 damages were claimed, but less than that sum recovered, or a verdict found for the defendant. The new rule applies the higher scale, both for the benefit of plaintiff and of defendant, to actions of tort in which more than £20 is claimed, though less may be recovered, or the judgment may be for the defendant.

THE IMPERIAL COURT OF AIX has just pronounced a decision which is of considerable importance to English merchants and shipowners.

The litigation arose under the following circumstances. On the 30th of December last a collision took place near Gibraltar between the steamer *Thetis* and the ship *Sardis*, both sailing under the English flag. Thereupon the agents of the freighters and captain of the *Sardis* sued the captain and freighters of the *Thetis* before the Tribunal of Commerce at Marseilles, seeking to recover on

behalf of the owners of the *Sardis* the sum of 493,500 francs, which was the amount insured on the vessel, 125,000 francs, the extra value of the vessel not covered by the insurance, and for the value of the cargo, a sum to be ultimately settled by an account. The action was taken up by the underwriters of the *Sardis*, French subjects, to whom a notice of abandonment of the *Sardis* had been given. The defendants demurred to the jurisdiction of the Tribunal of Marseilles on account of their English nationality and domicil. There could have been no doubt of their being entitled to do so, according to the law of France, had the underwriters not intervened; but the latter were French subjects, and by article 14 of the Code Napoleon "an alien, though not residing in France, may be cited before the French tribunals for the obligations contracted with French subjects in a foreign country." This article, though framed apparently with reference only to obligations *ex contractu*, has been held to apply to all rights whatsoever claimable in a court of law, and to extend even to civil actions *ex delicto* and *quasi ex delicto*. The underwriters took advantage of this article to resist the demurrer of the defendants. The defendants, in support of their demurrer, relied on a distinction between actions arising out of rights which at the very outset had belonged to French subjects and actions springing from rights which originally existed in favour of aliens but had been subsequently transferred to French subjects. They contended that, the action having been instituted originally by English subjects, and the French underwriters being entitled to the benefit of it only through the subsequent abandonment, they stepped into the shoes of the original plaintiffs, and could have none but the rights which pertained to the latter. This distinction between rights which have been French *ab ovo* and rights which have only acquired, as it were, a French domicil by being shifted to a French subject, is no novelty in French jurisprudence. It originated with respect to such rights as cannot be transferred without a regular assignment. Upon these all were very soon agreed. A French subject entitled under an assignment from an alien, could not any more than that alien claim the benefit of article 14 of the Code Napoleon, and bring his action against a non-domiciled foreigner before the French Courts. Afterwards the question was raised as to bills of exchange and other negotiable instruments. When instruments were drawn to order or to bearer, the present holder being for most purposes considered as if he had received them direct from the drawer, it became a settled rule that where the debtor was an alien he might be sued by a French holder before the French Courts. The Court of Cassation, indeed, has gone so far as to decide that the same rule obtained even where the instrument had been dishonoured and endorsed over to the French holder after date. That decision, however, has been questioned and much criticised. In the present case there was no negotiable instrument; and the demurrer of the defendants to the jurisdiction of the French Courts seemed as fully operative against the French underwriters as against the owners of the English vessel which had suffered in the collision. But the underwriters bethought themselves of a way by which to take their case out of the ordinary rule. They contended that the abandonment of the vessel by the owners to the insurers had a retroactive effect, and that by the operation thereof they were to be considered as having been the owners of the vessel at the time of the collision, and therefore to be in court, not as the representatives of the English owners, but in their own right as French plaintiffs, entitled to claim the benefit of article 14 of the Code Napoleon. This view the Tribunal of Commerce of Marseilles adopted, and held that the demurrer of the defendants was not tenable. They appealed, however, to the Imperial Court of Aix, within whose jurisdiction Marseilles is situate. The Appeal Court quashed the decision of the Court below, on the ground that the abandonment had no retroactive effect, and that article 385 of the Code of Commerce plainly defines the title of the insurers to become proprietors of the property insured, as dating from the acceptation or validation of the abandonment.

THE LANGUAGE OF THE 31st section of the 30 & 31 Vict. c. 142, has been lately the subject of comment in the Court of Exchequer, and it was pointed out that the section apparently fails to effect one of the objects which the framers of the Act had in view. We refer more particularly to these words of the section, "Upon the issue of the summons any action which shall have been brought in any court . . . shall be stayed." The attention of the Court was drawn to the point in a case of *Ward* v. *Jackson*. The plaintiff in that action was the holder of a bill of sale duly registered on the goods of a certain person to whom the defendant stood in the relation of a county court execution creditor. The high bailiff having seized and sold the goods on behalf of the defendant, and the plaintiff having, under her bill of sale, laid claim to them, an interpleader issue was directed to be tried, to determine their rival claims. This issue terminated in favour of the plaintiff, who recovered, not only the costs of the issue, but also the proceeds of the execution sale, which had been paid into court, but the county court judge having exclusively confined the question before him to the ownership of the goods, the present action, of which the declaration was in trespass and trover, was subsequently brought to recover damages alleged to have been consequent on the trespass to and sale of the plaintiff's goods. On the argument of a rule which had been obtained to stay the action, it was contended on behalf of the defendant that the effect of the order made by the judge at the trial of the interpleader issue was to stay the present action, and that the Court by now disallowing the continuance of it would only effect the obvious intention of the Legislature, which meant in enacting the section to make the county court a court which should be practically one of last resort for litigants of narrow means and for the decision of questions involving only trifling sums of money. For the plaintiff it was urged that the summons which had issued in the interpleader was entirely confined to the question of the ownership of the goods seized by the high bailiff and claimed by the plaintiff and defendant, and that the interpleader was intended for the protection of that officer and not for the determination of any questions which might arise between rival claimants. The Court, in giving judgment, said that the words of the section "shall have been brought" clearly referred only to actions commenced before the issue of the summons in the interpleader issue, and, therefore, that the present action could not be stayed under them; but at the same time it expressed a very certain belief that the intention of the Legislature had been to stop actions like the present which, from the circumstances surrounding them, formed proper subjects for county court jurisdiction, and further expressed regret that the language of the section had failed to carry this into effect. Under these circumstances, the Court, being unable to stay the action and to give entire relief to the defendant, granted him a rule to add an additional plea. We imagine that no plea will be of much avail to him against the plain words of the section, and that nothing short of legislative interference can cure the evident defect under which the section in this respect labours. To effect the benefit which the section is meant to confer and to check expensive litigation for trifling ends all that is wanted is the interpolation of three words "or shall be" after the words "shall have been."

THE ATTORNEY-GENERAL has brought in a bill to effect an object, of the propriety of which there can be no doubt—viz., to amend the law relating to the extradition of criminals. The bill ought to have been brought in last session, but was postponed to more important measures. We expressed a hope at the time this

was announced that the bill would be laid before Parliament at any early period this session (13 S. J. 807), instead of which the Whitsuntide recess is at an end, and yet the bill has not been read a second time. The bill proposes to make but two great alterations in our municipal law relating to extradition. The first is that it ratifies by anticipation all extradition treaties which the Government of the day may henceforth enter into. Secondly, the list of crimes to which extradition treaties may hereafter extend is much enlarged, and comprehends counterfeiting coin, embezzlement and larceny, obtaining goods or money by false pretences, crimes against the bankrupt laws, robbery, sending threatening letters, burglary, and frauds by a banker, factor, trustee, or director or public officer of any company made criminal by any existing law. Of course we cannot insist that every State with whom we may enter into a treaty shall adopt this list in its integrity, but we may hope that they will be induced to do so. When an extradition treaty is entered into the Act is to be applied thereto by Order in Council with "such conditions, exceptions, and qualifications as may be deemed expedient," and the order is to be gazetted, and to lie on the tables of both Houses of Parliament. One restriction is that the treaty must be determinable by a year's notice.

There are, of course, sufficient provisions in the Act to prevent the surrender of political offenders, and also to effect that a surrendered criminal shall not be tried for any but the extradition crime until he has been restored or has had an opportunity of returning to her Majesty's dominions.

The safeguards of political refugees under the bill are three-fold. First, no warrant is to be issued under the Act except by order of a Secretary of State. The Secretary of State may refuse his order if he is of opinion that the offence is of a political character, and may also, under similar circumstances, order the discharge of any offender who is a person preparatory to extradition. Secondly, the magistrate before whom he is brought may receive evidence to show that the crime is not an extradition one, or is a political offence, and upon proof thereof must discharge the offender. Thirdly, when, from a *primâ facie* case being made out against an offender, he is committed to prison to await his extradition, he is not to be surrendered for fifteen days, during which time he may apply for a writ of *habeas corpus*.

To the principles of the bill we give a general approval, and trust that nothing will prevent its becoming law this session.

THE LIST OF MARKS for the second periodical examination of the candidates selected for the Indian Civil Service in 1869 has just been issued. The Commissioners state that when less than half the minimum marks are obtained the knowledge shown is "not satisfactory." In spite of this intimation and the easiness of the papers eleven candidates have failed to obtain half marks in Jurisprudence, and no less than twenty-one—nearly half the whole number—in Indian law. This is a fair specimen of the value of the legal training future Indian judges obtain under the present system. No wonder complaints of the maladministration of justice in that country are so frequent.

THE COMPLAINT made against the Metropolitan police by Mr. Mathieu demands a passing notice in our columns. Mr. Mathieu says that he was standing peaceably one Saturday afternoon in a crowd which had been attracted near the Horse Guards by some military evolutions, when he was suddenly arrested and marched off, first to the King-street police-station close by, and afterwards thence to Bow-street.

The only act of which he was conscious, which could give rise to suspicion against him, was his having "made rather an abrupt movement of his right hand along his trousers." After being detained at Bow-street some time, he was informed that it would not be possible to have his case brought before any magistrate that day. (The way seems to have been blocked by the miserable *cause celebre* of the period). Finding that forty-eight hours' detention was to be his lot, the prisoner requested to be allowed to communicate with his family, but this he says was refused him, nor was he allowed to send for provisions. The police, however, seem to have visited his house in the meantime, for on the Sunday, about one p.m., Mrs. Mathieu arrived with some provisions. On the Monday morning the case was brought before the sitting magistrate when, of course, Mr. Mathieu was discharged as an innocent man.

The arrest was unfortunate, but we do not, upon the above facts, see that there is any ground for complaint against the police on that account. The "abrupt movement" of the hand which Mr. Mathieu remembered to have made no doubt resembled strongly the action of a thief trying a pocket, and the policemen were deceived by it. The police have a difficult task to discharge in crowds, and we may leave them to judge what circumstances of suspicion justify an arrest. It is quite possible for anyone to imitate unconsciously the actions of a pickpocket, just as uninitiated persons have, we believe, been known to make Freemasons' signs without being aware of anything of the kind. So far as this goes, the police seem to have done no more than their duty.

As to the other ground of complaint; the length of this unfortunate man's detention seems to have been attributable simply to his having had the misfortune to do the innocent but suspicious act on a Saturday. If brought before the magistrate at once he would probably have been remanded for inquiries. But there is no excuse whatever for the refusal to send a messenger to the prisoner's family; and in that respect the conduct of the police at Bow-street was (if Mr. Mathieu's account is correct, and the contrary has not been shewn) particularly improper.

THE ATTENTION OF CONVEYANCING LAWYERS has been aroused by the fact, that in a case of *Freeman* v. *Pope*, heard last Tuesday on appeal from the dicision of Vice-Chancellor James (18 W. R. 399), both Lord Hatherley and Lord Justice Giffard express an opinion that the *dictum* of Lord Westbury, delivered in the leading case of *Spirett* v. *Willows* (13 W. R. 329) was couched in too broad terms. Lord Westbury had said.—"If the debt of the creditor by whom the voluntary settlement is impeached existed at the date of the settlement, and it is shown that the remedy of the creditor is defeated or delayed by the existence of the settlement, *it is immaterial whether the debtor was or was not solvent after making the settlement.*" Their Lordships seem to be of opinion that the proposition, as a mere abstract proposition, goes too far. It does not seem, however, that there will be any practical difference. Their Lordships adhere to the rule that the consequences of the settlement interpret the intention with which it was made, whereas the Vice-Chancellor appeared to think that the Court must be able to infer an actual conscious intent to defraud creditors, before it could rightly set aside a voluntary settlement under the statute of Elizabeth.

LEGAL EDUCATION FOR THE BAR.

While the details of the legal education scheme now on foot are as yet undetermined, is perhaps the best time to pass in review the general posture of the matter.

The Inns of Court were once a legal university in which each student was brought under a definite educational system; under which system no one was admissible to the degree of barrister, till he had undergone the educational process. Very possibly in those less levelling days, and in the absence of modern publicity, there was favouritism occasionally, but at any rate—and this is the fact that most concerns us—our ancestors professed not to let any one become a barrister till he had been taught his business. We do not at present make the same profession.

With regard to solicitors there is a much stronger *primâ facie* reason in favour of a compulsory educational test than in the case of the bar. Solicitors are employed by the lay public to transact for them a technical description of business relating to a subject of which the latter are quite ignorant. The employers therefore, not being able to judge whether a solicitor possesses the necessary knowledge, it is necessary that some public body should judge for them on a large scale; and that is done by the Incorporated Law Society. But with respect to the bar the case is different. Those who employ counsel are themselves lawyers, and consequently competent to judge whether any particular barrister does or does not understand his business. It is said, therefore, that practically a barrister will only acquire a practice by showing himself capable of conducting it, and that, consequently, there is no need of an educational test for counsel. Indeed, this was the view taken by Baron Martin in his evidence before the late commission. On the other hand, it is contended that this hardly applies to those instances, now much commoner than formerly, in which the young barrister is the son or nephew of a solicitor in large business, and is consequently pitchforked into practice as soon as he has been called to the bar. The distinction between the position of the barrister and the solicitor is a real one. A foreigner, if told that in England a young gentleman may, "as the fact is," get himself called to the bar without possessing the merest acquaintance with law, or without even having opened a law book, would very probably infer that barristers, as a class, are ignorant of law. The distinction just mentioned explains, perhaps, how it is that they are not so. But it cannot be accepted as a proof that it is not worth while to have a regular system of compulsory bar education. Indeed, the institution of an optional system of education presupposes that there should be a compulsory test. If the means of public education are worth *offering*, the rejection of the offer should be not permitted. The popular idea of the first few years of a young bar-student or barrister's career is not by any means an accurate one, at least if we may judge by the pictures of life and manners contained in the very numerous novels which the public write and the remainder of us skim occasionally. We find him usually represented as devoting himself to society and literary or dramatic authorship, until his chance suddenly befalls him in the shape of a "dock-brief," when he makes a very eloquent speech for the defence, and finds himself launched at once into a roaring practice; indeed, in the lady novelist's view, all barristers practice in the Criminal Court, and rhetoric is the only qualification necessary—A picture which is undoubtedly more picturesque, in the stagey sense, than that of a man grubbing by himself away at his law books and reports, sitting now and then in court to hear a particular point argued, sometimes doing, especially if intending himself for the Chancery Bar, a little "devilling" for an older practitioner,—laboriously preparing himself to be able to utilise his chances when they come to him, and at last creeping very gradually up into a practice. We may take it for granted that, not invariably, but in the large majority of cases, that is the manner in which a man who has succeeded at the bar has spent his years of studentship and briefiessness. Still there is an incompleteness about this educational process, taken even at its best; it is an education "picked up" haphazard; it resembles the meals which a tinker's pony picks up day by day off a scrubby common or roadside hedge-bottom, rather than the regular feeding of young stock on a rich pasture. Very much will always remain to be acquired during actual practice; indeed, however successful a student's education may have been, the number of facts he will learn during his many years of actual practice must, in the nature of things, far outnumber those learnt during the three or four years of his studentship. But when a solid substratum has been laid, the subsequent acquirements are more valuable than ever. More is learnt afterwards, and what is so learnt is better arranged and better remembered. The establishment of the law university is intended to ensure this foundation in every case.

There is one point which we should not omit to notice, inasmuch as it has been laid hold of both by the advocates of the change and by those who consider it unnecessary. We mean the effect of a compulsory test on that class of barristers who are barristers in name only, who never intend practising and do not practise, but are called to the bar, as the phrase is, for "ornamental" purposes, before they take up their abodes in the country as county gentlemen and magistrates. It is said that these men will no longer enter the profession of which at present they are only nominal members, and that the *prestige* of the bar will suffer in consequence. It is right to attach great importance to the maintenance of the bar *prestige*, but in the main (though, of course, the two things react on each other to some extent) these "ornamental" barristers are to be considered as attracted by the *prestige*, and not as conferring it themselves. Apart from that, there is no earthly reason why a man should be allowed to bear the name of a lawyer if he knows no law and does not mean to practise, and many good reasons why he should not be allowed. We believe, too, the result will be, that this class of men will consider the call to the bar worth attaining at the cost of undergoing the education, and that by this means the standard of legal knowledge among country J.P.'s will be materially raised—an elevation which it certainly stands in need of.

Yet, in looking forward to the new state of things, we must guard ourselves from disappointment by not raising our expectations too high. We are not to fancy that a students' examination can do everything. It will be a guarantee that each man who has passed it has learnt so much as renders him fit to pass the threshold of a profession in which he will have to learn a great deal more. The students will not step into their profession, like so many Minervas springing out of Jupiter's head, armed in complete panoply of knowledge. It would be scarcely more possible to work an examination system the testing measure of which should be the knowledge which is or ought to be possessed by a barrister making say £1,000 a-year, than to work an examination test for the bench. We are not now referring to the heterogeneous nature of the knowledge possessed by an able practitioner, comprising every description of information, from dry historical rules of law to points of practice and undefinable experiences gained in practice, but to the fact, an *a priori* one, so far as examinations are concerned, that it is impossible to make a pass-examination a measure of the attainments of the practising members of a profession. But it is possible by strict care and vigilance to prevent the pass-examination from degenerating, as all pass-examinations tend to degenerate, downwards and cramwards; and this we hope the senate of the new university will look to. It is not to be forgotten that there are qualities which the barrister should possess, besides that of legal knowledge; tact, for instance, self-possession, the power of speaking, and other things which go to sum up the attributes of a good advocate. It is as impossible to test these as it would be unfair and injudicious to frame a test which should gauge the one to the very bottom and ignore the others. But the test, if kept up to a proper standard, will tend to keep these qualifications in their proper place—as subservient to, and not as superseding the necessity of, a knowledge of law.

This leads us to a topic on which we wish to throw out a suggestion. It is neither desirable nor possible to revive the old legal university in its details, but we are not at all sure that the old system of "moots" might not be revived to advantage, for the benefit of the more advanced students. The reader doubtless remembers that in olden times every student of an inn of court was required to perform a certain number of these exercises, at

which he sustained public arguments with other students on law points. These oral disputations were then common to all universities, though they have now long since given way to the modern system of examinations by means of written question and answer. People now living can remember when the bare ceremonial of disputations in the schools still lingered at Oxford and Cambridge, but even the formality has now been abolished, and justly so, since it has long been devoid of vitality. We incline to think that for law students some assistance of the kind towards acquiring the art of speaking might be judiciously extended, especially for those who are intended for the Chancery bar, where effective speaking is not at present much cultivated. This, however, is a mere suggestion which we throw out for what it may be worth; and, as solicitors transact a good deal of advocacy in the bankruptcy and other courts, the "moot" system, if revived, should, of course, embrace both branches of the students.

The foregoing remarks have been suggested by the paper, which we printed last week, of the Legal Education Association; and we have addressed ourselves in the first instance to the case of the bar, because, unlike their brethren, the solicitors, the bar have as yet no compulsory education whatever.

EFFECT AS AN ESTOPPEL OF THE DECLARATION OF VALUE IN VALUED POLICIES.

The contract of marine insurance is a contract of indemnity, and consequently the assured is only entitled to recover, in case of loss, an amount which will compensate him for the pecuniary damage actually sustained by him. It has, however, become a very common practice for the insurers and the insured to fix at the time of insurance the value of the thing insured, so as to avoid the necessity of ascertaining its actual value if it should be lost. The value thus agreed upon is, in the absence of fraud, conclusive between the parties. On proof of loss, the insurer must pay the amount or proportion of the amount at which he agreed that the subject of the insurance should be valued.

This system of insuring by valued policies, as they are called, is simple enough when there is only one policy on the vessel or goods insured, or even when there is more than one policy, if the same value is declared in each. When, however, there are several valued policies, and the declared value differs in each, most difficult questions of law may arise; and, as the decisions on these questions are not in accordance with one another, the law is at present in an unsettled state.

One of the first cases on this subject is *Bousfield* v. *Barnes* (4 Camp. 229), in 1815. There a vessel was insured by the plaintiff by a policy in which she was valued at £8,000, and also by another policy with other underwriters, in which she was valued at £6,000. The vessel was in fact worth more than £8,000. She was lost, and the plaintiff recovered £6,000 on the first policy and then sued on the second policy. The underwriters on the second policy argued that, as the value of the vessel was declared to be £6,000 only in their policy, and as the plaintiff had recovered that amount for the loss of his vessel, he must be taken to have received a complete indemnity for the loss so far as the defendants were concerned. Lord Ellenborough, however, held that the plaintiff was entitled to recover. He said: "I think the valuation in this policy is only conclusive in settling a loss upon it between the assured and the underwriters who have subscribed it, without taking into consideration what has been transacted between the assured and third persons. If a total loss happens these underwriters shall not pay more than the amount of the valuation; and if there be a partial loss the valuation regulates the amount of the average contribution. I will likewise take care that the assured do not recover upon the whole more than the real value of the subject-matter insured. But I think it is not enough for the underwriters on a particular policy to show that the assured has received from another quarter the amount of the valuation in that policy, unless this amounts in point of fact to a complete indemnity."

Bruce v. *Jones* (11 W. R. 371), 1863, is diametrically opposed to *Bousfield* v. *Barnes*. In *Bruce* v. *Jones* the plaintiff's vessel was insured by four policies, in which she was valued at £3,000, £3,000, £5,000 and £3,200 respectively. The vessel was lost. The plaintiff recovered on the first three policies £3,126. It was held in an action on the fourth policy that the plaintiff was entitled to recover only the difference between £3,200, the value declared in the policy sued upon, and the £3,126, the amount actually received by him on the other policies. In this case no question turned on the actual value of the vessel, about which in fact there was conflicting evidence. In the view taken by the Court the value of the vessel did not affect the decision. If the principle of *Bousfield* v. *Barnes* had been applied to the facts in *Bruce* v. *Jones* the plaintiff would have been entitled to recover from the defendant such a sum as would, together with the sum actually received on the other policies, amount to a complete indemnity, in fact, for the loss of the vessel (irrespective of the value declared in the policy sued on), subject only to this, that in no case could the defendant be liable for more than £3,200, the value fixed by his policy. If this principle had been adopted of course it would have been necessary to ascertain the actual value of the vessel.

The decision in *Bruce* v. *Jones*, has given rise to a good deal of comment, and it is no doubt open to this observation that it appears to produce the curious result that the amount recoverable by a person in the position of the plaintiff in *Bruce* v. *Jones*, depends upon the chronological order in which the actions are commenced upon the different policies. For instance, suppose that a vessel worth £10,000 is insured in two policies for £5,000 each, in one of which the value is fixed at £5,000 and in the other at £10,000. If the owner were to recover £5,000 on the first policy he could subsequently recover another £5,000 on the second, but if he first recovered £5,000 on the second he could not subsequently get anything on the first policy, because, as between him and the underwriters, by that policy the value of the vessel is only £5,000, and that amount he has received, and is therefore to be considered as completely indemnified. The actual decision in *Bruce* v. *Jones* did not involve this result, but this seems the consequence of the judgment, and Channell, B., although concurring in the decision, says "I think that some inconvenience might result from the rule which has been laid down, and it is not satisfactory to me that if the order assessing [the damages] had been inverted a different amount would have been recovered." In *Wilson* v. *Nelson* (33 L. J. Q. B. 220), 1864, Shee, J., expressly says, "I cannot but think that Lord Ellenborough was right in *Bousfield* v. *Barnes*. . . . And I adhere to his opinion, notwithstanding a recent case, *Bruce* v. *Jones*, for none of the cases seem really to affect the doctrine of Lord Ellenborough."

The North of England, &c., Association v. *Armstrong* (18 W. R. 520), decided last January, has an important bearing upon the principle discussed in *Bousfield* v. *Barnes* and *Bruce* v. *Jones*, although the decision was upon another point. The facts of the case were as follow:—The defendants insured a vessel for £6,000 by a policy with the plaintiffs, in which the vessel's value was fixed at £6,000. The vessel was run down by another vessel (which was one of the perils insured against) and totally lost. The plaintiffs paid the defendants £6,000. The vessel was, for the purposes of the case, assumed to be worth £9,000. Subsequently, the defendants obtained £5,500 from the ship that ran down their vessel as compensation for the loss. The plaintiffs claimed the whole of this on the ground that they had paid, as for a total loss of the vessel, the total value as declared in the policy, and that the defendants must, therefore, be taken to

have received a complete indemnity from such payment, and the plaintiffs were consequently entitled to the £5,500 on the same principle that would have undoubtedly entitled them to any salvage on the vessel. The defendants admitted that the declared value was conclusive in an action on the policy, but endeavoured to distinguish the case of an action not founded on the policy itself. The plaintiffs were held entitled to recover, on the ground that "where the value of a vessel insured is stated in the policy in a manner to be conclusive between the two parties, the insurer and the insured, as regards the whole value of the thing insured, then in respect of all rights and obligations which arise upon the policy of insurance the parties are estopped between themselves from disputing the value of the thing insured as stated in the policy."

It is obvious that this decision may practically affect most materially the legal position of parties in cases like *Bousfield* v. *Barnes* and *Bruce* v. *Jones*. There seems but little, if any, difference in principle, when considering whether a shipowner has received an indemnity for the loss of his vessel, between compensation paid for negligence which caused the loss, and money paid under an insurance in consequence of the loss. The decision we are discussing decides that such compensation is to be treated in these cases as if it were in the nature of salvage, and there appears to be every reason for supposing that money recovered on an insurance would be regarded in the same light. Assuming that to be so it would follow that in the case we put, of an insurance by two policies for £5,000 each, the vessel being valued, in one at £5,000, and in the other at £10,000, the insured would gain nothing by suing, first on the policy of the lower, and afterwards on that of the higher declared value, because anything obtained in the second action in excess of the lower declared value would, according to *The North of England, &c.* v. *Armstrong*, belong to the underwriters of the lower policy after they had paid the full amount of the value therein declared.

This is made still clearer by the words of Cockburn, C.J., in that case. He says, "It seems to me, further, to be altogether monstrous to say that when there is a case of a valued policy and an open policy [which, of course, might raise precisely the same point as where there are two policies at different values] it is to depend upon the question of which party is first sued, whether the underwriter shall or shall not be bound to pay the full value in the policy."

The result of the *North of England, &c.* v. *Armstrong*, therefore, seems to be to limit the amount of indemnity which can be obtained where there are several valued policies to the amount of the lowest value at which the thing insured is declared in any one of the policies. This is not the actual decision, and perhaps is not the *necessary*, although it seems the logical, result of the case. There must be further litigation before the law is settled. It is clear, however, that insurers would do well, in the present state of the law, to be careful how they insure by policies in which less than the full value is declared. By so doing they may possibly lose in effect their right to obtain an actual indemnity even when other insurances have been made by open policies, or by policies in which the full value is accurately stated. Curious questions may arise under the principle of *The North of England, &c. Company* v. *Armstrong* as to the rights of insurers *inter se*, and against the insured where there are several policies of different values; but at present we have not space to enter this branch of the question.

The three decisions we have discussed may be thus briefly summed up:—*Bousfield* v. *Barnes* decides that where a vessel is insured by several policies of different declared values the insurer is entitled to an actual indemnity for the loss sustained (irrespective of the declared values) in an action on any of the policies; subject to this, that in no case are the underwriters of each policy liable to pay more than the value declared in that policy. *Bruce* v. *Jones* decides that under such circumstances the value of the thing insured (and, therefore, the amount of the indemnity) is conclusively fixed, for all the purposes of the action, by the value declared in the policy sued upon. *The North of England, &c., Association* v. *Armstrong*, rules that the value declared in a policy is not only conclusive for all the purposes of an action on the policy, but also "in respect of all rights and obligations which arise upon the policy of insurance."

THE BALLOT SCHEME.

No. II.

We gave last week nearly in the language of the bill, but more nearly in their true order, the various steps to be taken at a ballot according to the Government scheme, and our readers will be able to judge for themselves how far the objects of the bill are attained.

The objects to be attained by any ballot scheme are, we apprehend, four in number: first, to enable all persons who desire it to keep their votes secret; secondly, to force those who do not desire it to keep to themselves all proofs of the votes actually given by them, both in order to assist in the protection of others, and also in order to prevent persons being able to produce proof of their votes, and so establish a claim to a promised bribe or anything of the kind; thirdly, to enable votes of personators and disqualified persons to be struck off on a scrutiny; and, fourthly, to put a sufficient check upon the officers having the management of the poll, so as to secure that it shall be both impartially and accurately taken by them, and that the constituency shall be satisfied that this is the case.

Now, in our opinion, the last is the most important point of the four, and whatever is to be the order of preference as between the first three of the objects, which it is desired to attain if possible, they must all be subordinated to the last. It is obvious that in the Government scheme the third object is preferred to the first—that is to say, the possibility of a complete scrutiny is provided for, while only what we have called practical and not absolute secresy is attained. By practical secresy we mean that the great majority of votes will be secret, though the accidental disclosure of a vote here and there will not be impossible. However these points may be settled, we have a preliminary objection to the Government scheme, that in its present shape it does not seem to secure that the public will have confidence in the fairness of the proceedings, though with slight modifications it might probably do so. The system of counterfoils not to be inspected by anyone till after a vote has been disallowed is sufficient to give general protection to the voters, and it seems unnecessary to make the elaborate provisions of the bill as to when the papers are to be face upwards and when back upwards; this appears to be meant to prevent an agent of good memory catching sight of the mark on the back of a paper used by a particular voter, and afterwards catching sight of the mark again, and noticing how the votes are given. But as the agent who is to see the vote given and the one who is to see it counted are not permitted to be the same person, there can be no danger of this taking place. Of course, if it is to be understood that the marks by which the ballot papers are to be distinguished are to be consecutive numbers, and that the first voter coming to vote should have paper number one and so on in order, as appears to be supposed by some of the opponents of the bill, it would be comparatively easy to identify votes. We do not, however, understand that this is intended, and it certainly is not necessary to the scheme. It seems to us that the fullest facilities ought to be given to the candidates and their agents, for investigating everything that is done by the officers, with the single exception of the entries made in the counterfoils. Even the returning officer is not bound by the bill as drawn to check the returns of the presiding officers as to the manner in which they have disposed of the papers they have entrusted to them. He may do it, and probably

would, but the candidates ought to be permitted to do so too. Again, it is not clearly provided that the agents are to see the ballot papers so as to judge of the propriety of the returning officers' decision as to their admissibility, nor is it even provided that the returning officer shall keep separately the papers which he rejects, so that it will be impossible afterwards to say which he has rejected. The result will be that in every case where the slightest suspicion arises as to the manner in which the poll has been added up, it will be necessary to present a petition for a scrutiny, in order to get the order of a competent court for an inspection of the documents. In the same way a petition must be presented in order to ascertain how the tendered duplicate votes, if added, would affect the poll. There would be no objection to having these made public. We should add that not only are the powers given to agents of the candidates most limited, but that they are further fettered by a declaration of secresy, and by penalties for disclosing even their suspicions, so that any information they may acquire could not be made use of on a scrutiny. There is, however, one point on which a further restriction might be put upon the agents present at the polling station, without interfering with their usefulness. They might be expressly forbidden, under a heavy penalty, to take any notes of the numbers or marks on the voting papers used, in case of their seeing them. The taking of all notes could not be forbidden, but the observance of the restriction might be enforced by empowering the presiding officer to inspect, of his own accord, all notes taken at the polling station, whenever he thought fit or was requested by any agent or voter to do so. Again, we think some of the powers given to the presiding officer are liable to abuse. As to blind persons, we think they ought not to be forced to depend upon the honesty of the officer, but that they ought to have the option either of allowing him to mark their paper secretly or openly in the presence of both the agents, or else of having it done for them by some friend selected by themselves. As to persons who cannot read, if their votes were rejected altogether it would be a simple method of applying practically an educational test, which has often been admitted to be good in theory but impossible to carry out in practice. Again, with reference to the spoiled papers, if a voter shows that he has put a mark against a candidate favoured by the presiding officer, it may be much more difficult for the voter to prove to his satisfaction that he has made a mistake in recording his vote, so as to get another paper, than it would if he had voted first for the other candidate. There seems no appeal from a decision of the presiding officer on this point, whether he refuses the request or accedes to it. As regards voters who cannot read and voters who make mistakes with their papers, the case is no doubt a difficult one to deal with satisfactorily, but the difficulty is one common to all systems of ballot.

Passing on now to the schemes that have been suggested in place of that of the Government; the first is that of Mr. Leatham, who wishes, instead of the system of counterfoils, that the voting papers used by each voter shall be identified when necessary by the name or register number of the voter being written on the paper in invisible ink by the returning officer. If the ink answers its purpose, the writing is to be invisible until the paper is heated to a particular degree of temperature, and after becoming visible then, is to disappear as the paper cools. Upon the occasion of a scrutiny, each time a vote is held bad all the voting papers used at the election will have to be baked until the numbers appear. The required number will then have to be sought for amongst the lot, and when found the vote given by that paper will be struck off the poll. The baking process will have to be repeated for each vote disallowed, but whether the personal presence of the election judge will be required we are not aware. It is, we think, scarcely necessary to discuss this plan, as we cannot conceive its being really adopted. It is obvious that, while it would answer the purpose of securing secret voting in the absence of accidents, as would also the Government Bill, it is not much less liable to accidents which would result in the disclosure of the votes. Absolute invisibility of the writing would be dependent, not merely on the accuracy of the chemist who compounded the ink, but on such matters as the absolute cleanliness of the pens and the inkstands.

The scheme that will be most formidable to the Government measure is that to be brought forward by Mr. Henry James, Q.C., a gentleman who, it is needless to say, is, from his knowledge of election law, far more competent to deal practically with the subject than the majority of members of Parliament. Mr. James proposes that the ballot shall be absolutely secret, with no marks at all on the voting papers by which they may be afterwards identified. Under this scheme a complete scrutiny will, therefore, be impossible, but by a few amendments in the law, of a comparatively simple character, a practical scrutiny will be possible, which will perhaps answer the purpose. Certainly scrutinies are now very uncommon, but their infrequency is scarcely a complete test of their value. The possibility of having a scrutiny no doubt does much to repress unfair practices such as personation or voting by unqualified persons, to which there would be a much greater temptation if no scrutiny could be had. Whether complete secresy of votes or the possibility of a complete scrutiny ought to be preferred, is perhaps a political rather than a legal question, and as such is beyond our province. It is important, however, to see to what extent a scrutiny is possible when the votes are completely secret. At present, on a scrutiny, votes may be struck off—1st, if given by persons improperly on the register; 2ndly, if given by persons properly on the register, but who have subsequently become incapacitated; 3rdly, if given by persons professing to be, but not really on the register. Votes may also be added if tendered by persons who ought to be on the register, but who have been struck off by the revising barrister, and if tendered by persons on the register whose vote has been refused owing to some one else having already voted improperly on their qualification. Now, as regards votes to be added, no difficulty will be caused by a system of secret voting. It probably will be impossible to keep the tendered votes absolutely secret, but this will not be of much importance. Regulations can easily be made similar to those contained in the Government Bill with regard to tendered votes, which will permit of the votes being added if necessary on a scrutiny. With regard to votes which ought to be struck off on a scrutiny, Mr. James makes several propositions which provide for nearly all the cases.

As regards the first class—viz., votes given by persons improperly on the register—even at present they can only be struck off if they have been retained on the register by an express decision of the revising barrister. Mr. James proposes that the register in all cases shall be conclusive that the persons whose names appear on it had a right to vote at the day up to which the register was made up, that is the 31st of July under the present law. This is not really a very great change, and cannot be looked upon as a hardship by anyone. It will necessitate, however, somewhat more attention to the revision than has been sometimes bestowed upon it. As regards the next class, Mr. James provides for a large number of the cases included in it, by a clause enacting that wherever a person is shown to have voted, who was disqualified on the ground of his having been bribed, treated, unduly influenced, employed on behalf of a candidate, or on the ground of any electoral offence of the kind, he shall be presumed conclusively to have voted for the candidate in whose favour he was so influenced, and a vote shall be struck off the poll of that candidate. There is certainly no hardship in this. As regards personators, many of these would come under the last head, as in most cases of personation there is some bribe or

payment given for the act, and where this could be shown a vote would be struck off accordingly. As to the other cases, however, viz., of personation where it could not be proved to have been done at the instigation of a candidate or his agent, and of other disqualified persons voting, it is not possible without the means of identifying the voting papers to devise a means of striking off a vote, unless the want of qualification was discovered when the vote was given. Mr. James, therefore, confines himself to provisions likely to render the event as little likely to occur as possible, and to facilitate its detection at the time. He wishes to make wilful personation felony punishable with penal servitude; and he also proposes that on every person coming up to vote the presiding officer shall announce publicly the name and qualification that he gives; for instance,—"John Smith claims to vote for a qualification in High-street." Thus a personator will run the risk of any person in the crowd knowing either him or the right man. It is a further part of the scheme, if we understand it rightly, that the agents present are to have power to protest against the vote of any person either for personation or as being disqualified, or the like. When such a protest is made the vote is to be received, but the paper is to be marked by the returning officer. Sufficient penalties, either upon the agent or the candidate or both, are to be provided so as to prevent such protests being made without reasonable ground, and for the purpose really of detecting how a particular person votes. In this way the votes of persons disqualified for non-residence or the like may be protested against and eventually struck off, as well as the votes of personators. Mr. James's scheme seems to us to meet the cases that are most likely to occur in practice; to give, in fact, a practical though not a complete scrutiny, and we have no doubt that it will be attentively considered by the House, even if it is not adopted.

THE SEPARATE ESTATE OF A WIFE.

No. III.

In our last article we investigated the question, what sort of engagements or transactions on the part of a married woman will fasten liabilities on her separate estate; and we found that, roughly speaking, it is bound by her "general engagements." Having therefore determined what transactions will bind, it remains for us to inquire what property will be bound.

But before we thus leave the active side for the passive, we must just pause to notice a point as to the enforcement of the creditor's remedy. He cannot reach the separate estate till he has got a decree (*ante*, p. 627), unless he can show a contract specifically charging it. Meanwhile, if the married woman assigns, even after the bill filed, to a purchaser without notice, the creditor's remedy may be practically lost to him. He will have no remedy against the property in the hands of the purchaser, because the latter took without notice, and he will have no remedy against the married woman, because from the nature of the case, he has none against her personally, and she has no separate property for him to reach. This very circumstance occurred in *Johnson* v. *Gallagher* (9 W. R. 506, 3 D. G. F. & J. 522). After bill filed, the woman assigned to a third party by bill of sale; the bill was amended by inserting the assignee as a co-defendant, with a charge of collusion; but the charge not being substantiated, Lord Justice Turner (whose judgment we have already cited on the antecedent question), held that there was nothing which could be reached by a decree. Having drawn attention to this important item of practice, we will go on to examine what property will be bound.

Vice-Chancellor Kindersley laid it down very emphatically in *Blatchford* v. *Woolley* (11 W. R. 478, 2 Dr. & Sm. 206), that though the *corpus* of personalty can be settled to the separate use of a married woman, when the subject-matter is realty, you cannot so settle the fee; you cannot turn more than a life interest into separate estate, though you may bestow a power of appointment over the remainder; and in *Hoare* v. *Osborne* (12 W. R. 661, 33 L. J. N. S. Ch. 590), the same judge, in 1864, seemed to treat this as a matter beyond question. But Lord Westbury a year later, in *Taylor* v. *Meads* (13 W. R. 394, 33 L. J. N. S. Ch. 590), distinctly adopted the view that real estate may be settled to separate use *in fee*. *Taylor* v. *Meads* is, therefore, the governing case at present; and we certainly know no reason, from the nature of real property or the history of its law, why this "creature of the Court of Equity"—separate estate—should not embrace the fee simple in real property. (A portion of Lord Westbury's judgment is quoted in our first article.)

It will be convenient before prosecuting this part of our subject further, to dispose of those cases in which the wife, as a fact, has merely a life estate with a power of appointment. These cases class themselves as follows:—(1) Where the wife has a power of appointment by deed or will; (2) where she has only a power of appointment by will; in which class we must consider separately (*a*) the case in which there is a default of the exercise of the power, and (*b*) the case in which the power has been exercised.

(1.) Where the wife has the power to appoint by deed or will, the Courts, to use the words of Lord Justice Turner in *Johnson* v. *Gallagher* (*ubi sup.*, at page 518), "have certainly held the *corpus* of the property to be subject to the debts and engagements of the married woman: *Allen* v. *Papworth* (1 Ves. Sen. 163); *Hulme* v. *Tenant* (1 Bro. C.C. 15); *Heatley* v. *Thomas* (15 Ves. 596), although it is to be observed that during the life of the married woman, the Court has never gone further than to affect the limited interest." As to personalty, we do not apprehend that there is any difficulty about the Court laying its hand upon the *corpus*, if needs be: as to realty (assuming that Lord Westbury, and not Vice-Chancellor Kindersley, is right as to its capability of being settled in fee to separate use), the Court in some of the older cases (*Hulme* v. *Tenant* for instance) seems to have entertained doubts as to the manner in which the fee could be made available; but we conceive that there is no real objection, and we do not find that any of the judges have said more than that the thing had not been done as yet.

(2*a*.) Where the wife has a power of appointment by will only, and the power has not been exercised, there is no doubt that the debts and engagements of the married woman cannot prevail against the persons entitled in remainder (*Johnson* v. *Gallagher*, at page 517; *Nail* v. *Punter*, 5 Sim. 555).

(2*b*.) Where the wife has a power of appointment by will only, and that power has been exercised. Lord Justice Turner touched this point in *Johnson* v. *Gallagher* (at page 517), and, considering it doubtful, left the question open. In *Norton* v. *Turville* (2 P. W. 144), a case mentioned by Lord Justice Turner as apparently a case favouring the creditors' right, the disposing power was by deed as well as by will, so that the case belongs rather to class (1). In *Hughes* v. *Wells* (9 Ha. 773), the Lord Justice had hazarded an *obiter dictum*, that when the power by will had been exercised, the property *might* become assets for the payment of the creditors. But Vice-Chancellor Kindersley, in *Vaughan* v. *Vanderstegen* (2 Dr. 165), afterwards examined the question very logically and exhaustively, and succeeded in showing that the property so appointed cannot, or rather ought not, on principle, to be treated as assets. His reasoning was this:—The wife's debts can operate only on her separate estate and within its limits; a power of appointment is no part of her separate estate; it is not even a creature of the Court of Equity at all, being a power recognised at common law as exercisable by a *feme covert*; true, that when property is limited to trustees to such purposes as the wife shall appoint, the Court of Equity alone can take cognisance of it, but that Court does so, not by virtue of the doctrine of separate use, but as following the common law. The difference is the difference between *power* and *property*. In spite of the doubts expressed by Lord Justice Turner

in *Johnson* v. *Gallagher*, we think this reasoning of Vice-Chancellor Kindersley disposes of the question. It will be observed that it is not affected by the question at issue between the Vice-Chancellor and Lord Westbury, as to the capability of the fee of real estate to be settled to separate use.

We have now disposed of the life estate with power of appointment, and may return to the real estate question. If Vice-Chancellor Kindersley is right, it follows, from our investigation of (2*b*), that there never can be anything beyond the life estate available for the creditors. If Lord Westbury is right (and we repeat our opinion that he is), it is unquestioned that the creditors can reach the life interest; but can they touch the fee? We apprehend that they can. We are aware that in the older cases judges, as we said just now when discussing another point, have shown themselves disposed to shrink from touching the *corpus*; but we believe that there is no foundation for any such reluctance in principle, and think that the Court should now, if called upon in any case to do so, abandon these scruples, as they abandoned their former notion that the separate estate could be bound only by instrument in writing or even under seal. The practitioner, however, will remember that this is only *our* opinion.

There is a question sometimes raised in cases where a wife has a power of appointment exercisable over property settled but not settled to her separate use, whether a particular exercise of the power which has partially failed as to its special objects—as, for instance, in consequence of some of the appointees predeceasing the testator—has or has not converted the fund into a part of the wife's general personal estate; that question, however, is foreign to our subject, and we only mention it lest we should be deemed to have overlooked it, and as a suggestion to any student who may have read these articles.

We have now concluded our sketch of the subject of separate estate as the law now stands. It has been merely a sketch, but we have endeavoured to investigate the main topics thoroughly. In the face of the proposals now before the legislature for a radical change in the property *status* of married women, it is important to comprehend accurately what that status is at present.

RECENT DECISIONS.

EQUITY.

Covenants in restraint of Trade.

Leather Cloth Company v. *Lorsont*, V.C.J., 18 W. R. 572, L. R. 9 Eq. 345.

It is a very ancient part of the policy of the law to discourage restraints on trade, as being injurious to the public. Covenants in *general* restraint of trade are void on grounds of public policy (*Mitchell* v. *Reynolds*, 1 P. Wms. 181), because the law will not suffer a man to contract not to do what his own interest and the public welfare require him to do (*Homer* v. *Ashford*, 3 Bing. 328). Covenants in *partial* restraint of trade, however, are valid, provided they be reasonable, having regard to the subject-matter of the contract. The restriction may be unlimited in point of time (*Hitchcock* v. *Coker*, 6 A. & E. 438), but the area of exclusiveness must be limited and defined—*e.g.*, a butcher's covenant never to sell meat within five miles of a particular place would be good (*Elves* v. *Crofts*, 10 C. B. 241); whereas a dyer's covenant not to use his craft for two years would be bad (Year Book, 2 Hen. 5, 5 b). See the case of *The Tailors of Ipswich* (11 Rep. 526) as to the policy of the common law. In a case where London was held to be a reasonable area of exclusion, Lord Wynford said, "We think it would be better to lay down such a limit as, under any circumstances, would be a sufficient protection to the interests of the contracting party; and if the limit stipulated for does not exceed that, to pronounce the contract valid" (*Mallam* v. *May*, 11 M. & W. 667). In other words, the restriction ought to be such as to afford a fair protection to the interests of the contracting parties, yet not so large as to interfere with the interests of the public, who are concerned in men using the craft in which they profess skill. The dictum of Campbell, C.J., in *Tallis* v. *Tallis* (1 E. & B. 39), to the effect that such restrictive covenants have been supported where the area of exclusion is apparently greater than the area of the contracting party's practice, seems to imply this, that in determining whether or not a particular restriction is too general, the Court will consider how far the interests of the public are thereby affected, and if the detriment appear to be trivial, will not inquire whether the contracting party's area of trade is more than covered by the restriction.

Whether a covenant in partial restraint of trade be reasonable or not, must depend on the subject-matter of the contract. Many cases of this class are collected in *Avery* v. *Langford* (Kay 668, note). One of the most striking cases on this subject is *Whitaker* v. *Howe*, 3 Beav. 383, where an attorney's covenant not to practice in any part of Great Britain during twenty years from the date of the covenant was enforced by injunction. This case is not on all fours with some cases at common law (*Ward* v. *Byrne*, 5 M. & W. 548), but has not, so far as we are aware, been overruled. The decision in *Whitaker* v. *Howe* rests partly on the difficulty there was of defining the area of exclusion under the circumstances of the case, otherwise than generally. But to restrain an attorney from practising as such in any part of Great Britain comes very near being a general restraint. In *Leather Cloth Company* v. *Lorsont* the area of exclusion embraced not only the United Kingdom, but also the Continent. It was contended that this restriction was practically unlimited and amounted to a general restraint of trade. The Vice-Chancellor held that the restriction was not too large. In determining what is a fair area of exclusion at the present day regard must be had to the increased facilities of communication and carriage of goods, which renders competition formidable at a far greater distance than was formerly the case. In *Leather Cloth Company* v. *Lorsont*, however, it is to be observed that the subject-matter of the restriction was a trade secret, not simply the goodwill of a business. There is an authority for the proposition—we do not say that it will be followed at the present day—that a man who uses a trade secret may restrain himself generally from the use of it (*Bryson* v. *Whitehead*, 1 S. & S. 74, where, however, a limit of space was introduced into the agreement). However this may be, we apprehend that the Court, where a secret of trade is the subject-matter of the contract will often, as in *Leather Cloth Company* v. *Lorsont* consider a very large area of exclusion to be not unreasonable, provided there be an adequate consideration.

Winding-up—Contributions of Past Members, how applied.

Re Accidental and Marine Insurance Company, V.C.S., 18 W. R. 538.

As the law now stands (Companies Act, 1862, s. 38), "past members," *i.e.*, persons who have ceased to be members within one year prior to the commencement of the winding-up, are liable to contribute to the assets in respect of such debts only as were incurred prior to the time when their connection with the company ceased. With respect to the application of such contributions it was contended in this case that such contributions when received ought not to go into the general fund for distribution amongst the creditors, but be divided amongst those creditors only who were creditors at the time when the liability to contribute was incurred. The success of this contention would have rendered it necessary to settle a sort of list B. of creditors, and to inquire in every case to the payment of what debts the contributory was liable to contribute, a course clearly contrary to

the policy of the Act, which is that creditors should be the creditors of the company, not of the members of the company. Besides this, if this contention were to prevail, there would be an end of paying creditors *pari passu* as provided by section 133, but some would get more than others, according to the date of their claims. The Vice-Chancellor accordingly held that such contributions ought to go into the general assets and be applied *pari passu* in paying all debts, past as well as subsequent. It appears then that section 38 applies only to the ascertaining the amount to be contributed by past members, and that as regards the application of the amount thus ascertained, section 133 is to prevail.

PRIORITY OF PAYMENT OF COSTS IN A WINDING UP BY THE COURT.

Ex parte Massey, M.R., 18 W. R. 444.

In *Re Audley Hall Cotton Spinning Company* (17 W. R. Ch. Dig. 76, L. R. 6 Eq. 245) the Master of the Rolls decided that in the winding up of a company the petitioner's costs are the first charge on the estate, and must be paid in full in priority to the costs of the liquidator. As regards the costs of the liquidator, *Ex parte Massey* decided that the bill of the liquidator's solicitor is payable before the liquidator's private remuneration. Where the liquidator has employed more than one solicitor, and the assets are not sufficient to pay the whole of the costs, the bills of costs of the successive solicitors will, as a general rule, be paid rateably as far as the assets will go; and the last solicitor is not entitled to be paid in priority to the first, as was said in *Cormack* v. *Beisley* (3 De G. & J. 157). In *Re Audley Hall Cotton Spinning Company*, however, the first solicitor having given up papers to his successor on an undertaking that his costs should be paid out of the estate, his costs were paid in full in priority to the second solicitor. Until the petitioner's costs and the costs of the winding up are provided for, the liquidator is not entitled to be paid his private remuneration, as distinguished from the bill of costs of his solicitor.

COMMON LAW.

EVIDENCE—ONUS OF PROOF—BREACH OF COVENANT NOT TO PERMIT A SALE ON DEMISED PREMISES WITHOUT LICENCE OF LESSOR.

Toleman v. *Portbury*, Ex. Ch., 18 W. R. 579.

The plaintiff in this case brought ejectment against the defendant, his tenant, for breach by the defendant of a covenant not to permit any sale by public auction to take place on the demised premises without the consent in writing of the plaintiff, his executors, administrators, &c. There were two questions in dispute, first, whether there was sufficient evidence that the defendant permitted the sale; secondly, whether the plaintiff was bound to prove as part of his own affirmative evidence that he had not given any licence to the defendant or whether the onus of proof that a licence had been given was on the defendant.

The first point turns rather on a question of fact than of law, and we shall not discuss it, but the question as to the onus of proof is of much more general importance. It was decided by Willes and Brett, JJ., and Pigott and Channell, BB., that the plaintiff was bound to prove the negative—viz., that there had been no licence. At the trial the plaintiff did not prove this and was nonsuited, and the Court of Exchequer Chamber held that the nonsuit was right.

Under such circumstances as those of this case, the decision does not impose any hardship upon the plaintiff, because he is as able to prove that he had not given a licence as the defendant is to prove that the licence was given. The fact being equally in the knowledge of both parties, it is perhaps not unreasonable, according to the usual rule, that the plaintiff ought in such cases to prove all the facts necessary to establish his right to recover the premises, and the absence of a licence was as material to the success of his action as the fact of the sale. Circumstances might, however, exist which would render it almost impossible for the plaintiff to prove or even give any evidence of the non-existence of a licence. For instance, if the lessor in this case had died immediately after the sale on the premises by the lessee it would probably be impossible for the person entitled to the reversion to prove that no licence had been given by the lessor. It might, no doubt, be held in such a case that very slight evidence on the part of the reversioner would be sufficient to raise a presumption that no licence had been given, but it might be impossible for the reversioner to give any evidence at all upon the subject. The judgments, however, do not deal with such questions as these, but lay down the rule in general terms which would seem to apply to all cases whatever.

That the rule was meant to have a very wide operation is shown by the fact that *Doe* v. *Whitehead* (8 Ad. & Ell. 571), where the rule was carried very far, is cited and approved in the judgments. In *Doe* v. *Whitehead* an action of ejectment was brought by a lessor against his lessee for breach by the lessee of a covenant to insure the demised house in some office in or near London. It was held that the plaintiff was bound to prove the negative—viz., that the defendant had not insured. This was evidently a difficult thing to do, and the plaintiff's counsel asked in argument, "Was the plaintiff to subpœna clerks from all the offices to show the insurance was not effected?" Lord Denman, in his judgment, says, "The proof may be difficult when the matter is peculiarly within the defendant's knowledge; but that does not vary the rule of law." In considering the practical effect of this rule, when applied to actions of ejectment, it must be remembered that a defendant in ejectment is not bound to answer interrogatories by the plaintiff when the answer would tend to show that he had incurred a forfeiture of his lease by a breach of one of the covenants: *Pye* v. *Butterfield*, (13 W. R. 178).

Littledale, J., also says, in *Doe* v. *Whitehead*, "when a landlord brings an action to defeat the estate granted to a lessee the *onus* of proof ought to lie on the plaintiff. It is true that if the action had been in covenant the *onus* would have lain on the defendant, but that does not show that it will so lie in a different form of action." Littledale, J., therefore seems to have thought that the consequences which might result from a breach of covenant would affect the way in which the breach must be proved. If the plaintiff only asked for damages for the breach the defendant would have to prove the licence to commit the alleged breach; if the plaintiff asked to recover the estate in consequence of the breach, he must himself prove that the licence had not been given. This is not satisfactory, although there is no doubt some authority for this view of the law which is often expressed by saying that the law leans against a forfeiture.

In *Toleman* v. *Portbury* it is not said that there will be no exception to the rule requiring the proof of the negative by a plaintiff in ejectment, or that the rules of evidence in actions of ejectment are different from the rules in other actions; but it seems from several expressions in the judgment, that such was the opinion of the Court. For this reason we regret that the judgments were not fuller and more explicit on these points, especially as it is a decision of the Exchequer Chamber by which all inferior courts are of course bound.

PRACTICE—WITHDRAWAL OF JUROR UPON TERMS—TERMS NOT CARRIED OUT.

Norburn v. *Hilliam*, C.P., 18 W. R. 602.

Gibbs v. *Ralph* (14 M. & W. 804) decided that "it must be taken as a positive rule of practice that when the parties to a cause agree to withdraw a juror, that puts a final end to the litigation between them, and no future action can be brought for the same cause." If the action is afterwards proceeded with, or a second action

brought, the defendant may apply to stay the proceedings as being against good faith (Chitty's Arch. Prac. 11th ed. 707).

In *Norburn* v. *Hilliam* a cause was sent from the Common Pleas to be tried in a county court. The cause came on for trial before a jury, and, on the suggestion of the judge it was agreed between the parties that a juror should be withdrawn, and that the judge should say what should be done in the matter. A juror was accordingly withdrawn, and subsequently the judge was ready to give his decision, but the defendant then refused to be bound by it, and consequently the judge gave no decision, as the defendant could not have been compelled to obey it.

The plaintiff then applied to the Court of Common Pleas for a rule that the judge should pronounce judgment or appoint a day for re-hearing. The argument against the rule was, that by the withdrawal of the juror the cause was at an end, and if there had been a breach of any agreement the plaintiff's remedy was by an action for such breach. The majority of the Court (Brett, J., dissenting) held that a day must be appointed for the re-hearing, as the withdrawal of the juror by the plaintiff was only, in effect, conditional upon the assent by the defendant to abide by the decision of the judge. As the defendant had now refused to be bound by the judge's order he could not avail himself of the other part of the agreement—viz., the withdrawal of the juror—to prevent the plaintiff from continuing the action.

It is clear that this decision is the only one which would do substantial justice between the parties. It would be obviously unfair that the withdrawal of a juror upon terms should be allowed to have its full effect, while the terms in consideration of which consent was given to the withdrawal are not performed. An action for the breach of the agreement on which the juror was withdrawn would, in most cases, afford no sufficient remedy, on account of the difficulty, if not impossibility, of arriving at any measure of damages. Even if a satisfactory measure of damages could be arrived at, it would not be reasonable that the party in default should have the option of paying damages or allowing the action to proceed, although it might perhaps be fair that such an option should be allowed to the party aggrieved.

PARLIAMENTARY ELECTIONS ACT, 1868 (31 & 32 VICT., C. 125), S. 41—TAXATION OF COSTS.

Hill v. *Peel*, *Broad* v. *Fowley*, *Pegler* v. *Gurney*, C.P., 18 W. R. 605; *Tillett* v. *Stracey*, C.P., 18 W. R. 631.

We noticed a short time ago (*ante* 465) several late decisions in which there was a discussion of the principles which should govern the Courts in reviewing or refusing to review the decisions of the master on the taxation of costs. The general result of those cases is that the master is to use his discretion as to the amount of costs allowed, and that the Courts, while reserving to themselves full power to review taxation in all cases, will be slow to exercise that power when it is only a question of amount, but will generally do so when the master has acted on a wrong principle of taxation as distinguished from an erroneous discretion on the application of a right principle.

Since these cases have been decided other cases have come before the Court of Common Pleas, involving very similar questions under the Parliamentary Elections Act, 1868. Section 41 of that statute provides that the costs of a petition are to be defrayed by the parties as the Court or judge may determine, and are to be taxed as costs between attorney and client are taxed in Chancery. The Court of Common Pleas has applied the same principle to these as to other cases, and laid down the general rule in the following passage in *Pegler* v. *Gurney*:—"The order of costs in each of these cases was general and without qualification . . . and therefore the parties entitled to costs were entitled to an indemnity for all costs that were reasonably incurred by them in the ordinary course of a matter of this nature, but not to any extraordinary or unusual expenses incurred in consequence of over-caution or over-anxiety as to any particular case, or from consideration of any special importance arising from the position . . . of either of the parties. . . . Such extraordinary costs as an attorney would not be justified in incurring without distinct and special instructions from his client ought not to be allowed, nor the costs of purely collateral proceedings. . . . A very wide discretion must necessarily be left to the taxing-officer, which must be exercised by him after a careful consideration of the particular circumstances of each case. Where a principle is involved [in the taxation] the Court will always entertain the question, and if necessary give directions to the master, but where it is a question whether the master has exercised his discretion properly, or it is a mere question as to the amount allowed, the Court is generally unwilling to interfere . . . unless there is very strong ground to show that the officer is wrong in the judgment which he has formed."

REVIEWS.

The Jurisprudence of Medicine in its relations to the Law of Contracts, Torts and Evidence, with a Supplement on the Liabilities of Vendors of Drugs. By JOHN ORDRONAUX, LL.B., M.D., Professor of Medical Jurisprudence in the Law School of Columbia College, New York. Philadelphia: Johnson & Co.; London: Stevens & Haynes. 1869.

This work is intended to meet the wants of members both of the medical and the legal profession; it is, however, somewhat more suited to the former than the latter. It gives in reasonably precise form the law on most points of interest to the medical profession, while to members of the legal profession it may be convenient to have the law stated for them in a separate treatise instead of having to refer to other authorities. It is, however, a legal and not a medical work, and does not aim as does Dr. Taylor's work on Medical Jurisprudence, at giving to lawyers such elementary medical knowledge as will assist them in their conduct of inquiries in which medical questions are involved.

Of course much of the law on the subject is statute law; and this will prevent a considerable portion of the treatise from being of much use to English readers. Not only do the statutes of the various States in America differ from our own law, but they also differ considerably from each other. The author gives in a compact form the enactments in force in the various States, and in any case requiring comparison of the English and American law on the subjects within the scope of this work this collection of the statutes would be very useful.

The questions arising as to the admissibility and proper scope of the evidence of medical men in the capacity of experts are dealt with at length, and, we think, satisfactorily, by the author. He also gives a special chapter to "evidence in cases of alleged insanity," which, however, is rather discursive, and we fail to gather from it any clear idea of what the author's views on this perhaps the most important subject with which he deals are. To the legal profession perhaps the most instructive part of the work will be that devoted to the liability of vendors of drugs, a subject with which the author deals very fully. We are not aware that the points which seem to have been considerably discussed in America, especially in an interesting case of *Thomas* v. *Winchester*, 2 Selden, 397, have directly arisen in this country. In that case the wholesale dealer in drugs, through the fault of whose servants a dangerous drug had been labelled as an innocent one, was held liable to a person injured, who had purchased a portion of the drug from a retail dealer, into whose hands it had come through several intermediate purchasers from the wholesale dealer. The case somewhat resembled the recent case of *George* v. *Skivington*, 18 W. R. 118, before our Court of Exchequer; a case, however, presenting less difficulty than the American, and which was decided on somewhat different grounds, but which we think might have proceeded on the same grounds as the American, viz., that in cases of persons dealing in dangerous drugs there is a duty imposed to use due care, which does not arise exclusively out of the contract between the vendor and purchaser, and which therefore does not come within the rule restricting the right of suing to parties to the contract. Although we cannot

congratulate Mr. Ordronaux on having produced a work of very general utility, at all events to readers in this country, yet we believe that those who require information on the special subjects embraced by it, will find the work well executed.

The Law of Protestant Curates in England and Ireland. By C. D. Field, M.A., LL.D. London: Butterworths.

This small volume contains, in a concise form, the law, common and statutory, which regulates the *status* of curates in England, and which until next January will regulate it in Ireland. The dedication to the author's father, "a curate for three and thirty years in that Church which has most justly been disestablished," proves that Mr. Field had a domestic reason for undertaking his task. Without some such personal incentive the object of the compilation is not very obvious. The information it contains appears to be accurate and well-arranged, but the subject is hardly worth a separate treatise.

COURTS.

COURT OF COMMON PLEAS.

(In Banco, before Bovill, C.J., and Willes and Keating, JJ.)

June 4.—*Burnett* v. *Prows.*

Quain, Q.C., showed cause against a rule obtained last term, calling upon Mr. John Richardson, a Manchester attorney, to pay the amount of a debt and costs recovered in this action, to the plaintiff or his attorney. He stated that in June, 1869, Mr. Burnett instructed his attorney, Mr. Pinnell, to obtain payment of £60 from the defendant, a Greek, fearing he would become bankrupt or leave the country. Defendant saw the plaintiff, and asked him to take no steps in the matter, as he had paid the money to Mr. Richardson, his attorney. That was according to Mr. Burnett's affidavit; and anybody reading it would naturally think that Mr. Richardson had received the money and appropriated it to his own use. So far from that being the case, it was within the knowledge of Mr. Burnett and his attorney that Mr. Richardson had only got £40 from the defendant, and that this amount had been diverted to another creditor at defendant's request. They had also subsequently refused a cheque for the amount of the debt and costs, £70. It was a gross imputation upon an officer of the court, for which there was not the slightest foundation. The parties had agreed to refer the matter to Mr. Heelis, a solicitor, of Manchester; and neither the plaintiff nor his attorney then said the money had been misappropriated. On plaintiff refusing the cheque for £70, Mr. Richardson returned it to his client; and Mr. Heelis thought they ought to have accepted the money when it was offered to them. Mr. Pinnell, in his affidavit, said he had paid over the amount to his client, the plaintiff, and he applied that Mr. Richardson might, in turn, be ordered to pay it over to him. Defendant had since gone abroad. The action was tried at the Manchester Winter Assizes, and judgment given for the plaintiff. Mr. Richardson declared that, so far from having any money belonging to the defendant, the latter really owed him £50 for costs. Abortive proceedings had been taken in bankruptcy. Mr. Richardson had also a right to complain of certain attacks in the *Law Times* of December 18th, in a report of the assize proceedings. Those attacks were supposed to be at the instigation of the plaintiff's attorney.

Milward, Q.C., stated emphatically that Mr. Pinnell had nothing whatever to do with what had appeared in the *Law Times*.

Bovill, C.J., said that if he had done so it was unprofessional conduct, and some professional man in Manchester could settle the matter; but it did not affect the question now before the Court.

Quain, Q.C., submitted that, inasmuch as the debt and costs had been offered and refused, the rule ought now to be discharged.

Milward, Q.C., in support of the rule, denied that it was shown that Mr. Pinnell or the plaintiff knew of the £40 having been appropriated to other purposes than those for which it was deposited with Mr. Richardson. All the difficulty in the case had been caused by Mr. Richardson's reticence and neglect to give proper instructions.

Bovill, C.J., said that the plaintiff's attorney proceeded with the action simply for the purpose of costs. The judgment became fruitless, because the defendant went abroad. He (the Lord Chief Justice) should attribute the loss to the plaintiff's attorney, because he had gone on with this action instead of taking the decision of the Master. The matter between the attorneys was referred to Mr. Heelis, and he had given it in favour of Mr. Richardson. The plaintiff's attorney now came before the Court on behalf of his client. It seemed to him that Mr. Richardson had been completely exonerated in the matter; the plaintiff's attorney might have had £70 if he had chosen, and he thought the application entirely failed. The Master disposed of it; the plaintiff's attorney did not think fit to take advantage of it, and had taken his own course, and the plaintiff was now in a different position through his act and his going in for trifling costs. Upon the whole, the application failed, and the rule must be discharged.

Willes and Keating, JJ., concurred.

BAIL COURT.—June 8.

(In Banco, before Mellor, J., and Pigott, B.)

Hill v. *Browning.*

This was an appeal against a conviction by magistrates of a baker, under the Sale of Bread Act; the appellant was charged with having sold bread otherwise than by weight, and had been convicted. It was proved that the appellant had sold six loaves which varied in weight, from 3lb. 12oz. to 3lb. 7oz. It was shown that the appellant's practice was to charge a uniform price for his loaf, varying the weight according to the market; and in order to do this he weighed the dough before it was put into the oven, allowing a certain number of ounces for evaporation and other circumstances which tended to reduce the weight.

Hensman, for the appellant, contended that this was within the spirit of the statute, and that it was not requisite to weigh the loaf.

Mereweather, contra, was not called on.

The Court did not conceive that the appellant had any moral intention of doing wrong; there was no such imputation against him, but he had not complied with the requirements of the Act. The intention of the Legislature was that "bread" should be sold by weight, and weighing "dough" was not weighing "bread." Therefore, the conviction was right.

This was the first instance of a judge of another Court being called in to assist a judge of the Court of Queen's Bench under the new arrangement.

COURTS OF BANKRUPTCY.

Lincoln's-Inn-Fields.

(Before the Chief Judge.)

June 2.—*Re Hine and Anthony.*

Bankruptcy Act, 1869, *s.* 19, *rules* 138 & 140.

The bankrupts in this case had applied for the appointment of a sitting for order of discharge; and the matter had been referred by Mr. Registrar Spring-Rice to the Chief Judge for his opinion.

Bagley, in support of the application.

It appeared that the adjudication was obtained against the bankrupts on the 27th of April, and on the 14th of May the first sitting was held. At that meeting the bankrupts submitted a statement of a very satisfactory character to their creditors, and there seemed to be no doubt that a dividend of more than ten shillings in the pound would become payable. The bankrupts, upon their application for the appointment of a sitting for discharge, were met with the objection that they had not yet passed their examination, but it was submitted that they were entitled to ask for an appointment without waiting for the sitting for examination.

Bagley referred to section 19 of the Bankruptcy Act, 1869, and rules 138 and 140.

The Chief Judge said there seemed to be no objection to the appointment of a sitting for order of discharge, and, if the examination should be passed, the discharge would stand upon its own merits. But if it appeared that the sitting had been fixed unnecessarily, and that creditors had been put to expense, the defendants might have to pay the costs.

Solicitors, *Field, Roscoe, & Co.*

Re Butler—Bankruptcy Act, 1869, *ss.* 84 *&* 89.

The bankrupt, a superannuated Government officer, had been adjudicated in the usual mode, upon a creditors' petition. At the first meeting the creditors resolved not to appoint either a trustee or a committee of inspection, but that the registrar should act as trustee under the 84th section of the Bankruptcy Act, 1869.

Mr. Aldridge (solicitor) mentioned the matter to the Court in accordance with the registrar's report, and referred to the 89th section.

Mr. Hancock (solicitor) for creditors.

The CHIEF JUDGE.—No doubt the Court has power to set aside so much of the half-pay as may be necessary, but why not appoint a trustee? I do not see why the creditors, at their mere caprice, should resolve that the registrar discharge the duties which a trustee appointed by them ought to fulfil.

Mr. Hancock.—The creditors are desirous that the registrar should be appointed trustee.

The CHIEF JUDGE.—I dare say they are, but why should the trouble be thrust upon the registrar? The registrars will give all the assistance in their power to the execution of this Act of Parliament, but no reason exists why this duty should be thrust upon them? There must be a meeting appointed and a trustee nominated, and then an application may be made for the appropriation of such portion as may be necessary of the bankrupt's half-pay.

COUNTY COURTS.

LAMBETH.

(Before R. J. CUST, Esq., Deputy Judge.)

May 31.—*Dover* v. *Reed.*

Practice—Restoring a cause after being struck out.

The rule *nisi* in this case was argued to-day (*vide ante*, p. 593).

Mr. Ody, for the plaintiff, said there was no provision in the rules of practice directly applicable to this case, and he was therefore compelled to fall back on analogy. The cause had been struck out in consequence of the non-appearance of the plaintiff on the day of hearing. If the cause had been heard, an aggrieved party would, with leave of the Court, have been entitled to a new trial. There had not been a hearing of the case, but there had been an order for costs because of plaintiff's absence on the appointed day. That order had all the effect of a judgment, so far as costs were concerned and, in the absence of any provision in the rules to the contrary, ought to be treated as a judgment. If the Court took that view of the matter, the case might be re-opened in the same way as if a judgment had been given and a new trial granted.

Mr. Pope, for the defendant, would not offer any opposition to the application, except to ask that any order for restoring the cause should be accompanied by a condition that the costs on the former occasion and of to-day should be paid into court by the plaintiff.

Mr. CUST said he thought that was a reasonable condition, and the order would be that the cause be restored, and the 14th of June fixed for hearing, but the previous order to strike out the cause would remain if the condition as to payment of costs into court during the day were not complied with.

WEST INDIAN INCUMBERED ESTATES COURT,

PARK-STREET, WESTMINSTER.

(Before Mr. FLEMING, Q.C., and Mr. CUST, Commissioners.)

April 1.—*Re Plummer; Ex parte Symes.*

St. Christopher—Statute of Limitations—Reversionary interest—Sale by Provost Marshal.

Under the local statute No. 201 *of* 1863 *a mortgage of a reversionary interest is not barred until twenty years after the reversion has fallen into possession.*

Under the local statute No. 37 *of* 1837 *the Provost Marshal has no power to sell an equitable interest in money secured by mortgage.*

This was a petition for the distribution of a sum of £866 4s. 1d., part of the proceeds of the sale of the Belvedere Estate, in the island of St. Christopher, which had been carried to a separate account.

It appeared that by a family settlement made in 1840, a sum of upwards of £4,200 (which was the sum in respect of which the fund in court had been allotted) was assigned to trustees, upon trust to pay the interest to Emily Foster Haydon for her life, and after her death upon trust to divide the principal between her two sons, Vaughan Haydon and Dolbeare Haydon in equal shares.

In 1843, Vaughan Haydon and Dolbeare Haydon mortgaged their reversionary interest in the fund to John Francis to secure £120 with interest at five per cent.

Vaughan Haydon died in 1853, intestate, leaving his mother, Emily Fester Haydon, and his brother, Dolbeare Haydon, his sole next of kin. Dolbeare Haydon died in 1862, having by his will bequeathed all his personal estate to his mother, who died in 1863, having by her will bequeathed the residue of her personal estate to parties who were represented by the present petitioner.

It appeared therefore that the fund in court was applicable first to the discharge of Francis's mortgage, and, subject thereto, was payable to the legatees of Emily Foster Haydon.

It was, however, objected by the legatees that as no interest had been paid on Francis's mortgage for more than twenty years, the mortgage was barred by the Statute of Limitations, and in addition to this objection a claim was made by F. S. Wigley and A. P. Burt to a moiety of the fund by virtue of a bill of sale under the hand and seal of the Provost Marshal of the Island of St. Christopher, in 1855, whereby, after reciting a judgment obtained against Vaughan Haydon in the Island Court of Queen's Bench, upon which execution had issued, and had been duly levied upon all the right, title and interest of the said Vaughan Haydon in and to the Belvedere Estate, and that the said estate had been sold by auction to Wigley and Burt—the Provost—in exercise of the authority vested in him, and in consideration of the sum of £6, granted, bargained, and sold to Wigley and Burt, their heirs and assigns, all the right, title, and interest of the said Vaughan Haydon in and to the estate.

It was contended on behalf of Wigley and Burt that under the above bill of sale all the interest, present and future, of Vaughan Haydon in the mortgage debt of £4,268 6s. 8d., being all his interest in the Belvedere Estate, passed to the purchaser, and that, subject to Francis's mortgage, if the same were still subsisting, Wigley and Burt were entitled to a moiety of the fund. It was, however, objected on behalf of the legatees of Emily Foster Haydon that a mortgage debt was not such an interest as would pass under the description contained in the bill of sale, and that even if it were so the bill of sale was void, and *ultrâ vires* so far as it affected to deal with an equitable interest such as the interest in question. The Provost Marshal's authority was created by the local statute No. 37, dated the 13th of April, 1837, which prescribed minutely the mode in which execution should be levied, and neither the terms of the will nor the directions of the statute were applicable to the seizure and sale of such an interest as the present one, which was a mere reversionary interest in a portion of a mortgage debt, itself subject to a mortgage. Such an interest could not have been seized by the sheriff under an English judgment, and a judgment in St. Christopher must be taken to have the same legal effect as a judgment in England, except so far as it might be affected by the local statutes.

The cases of *Doe* v. *Greenhill*, 4 B. & Ald. 684; and *Scott* v. *Scholey*, 8 East, 466, were referred to on this point.

Peck, for the petitioners, contended that Francis's mortgage was barred by the 37th section of the local statute No. 201, passed in 1863, which provided that "all actions upon any indenture, bond or other instrument under seal shall be commenced and sued within twenty years after the right of action accrued and not after."

G. Rochfort Clarke, for Francis, the mortgagee.

Archibald Smith, for Wigley and Burt, contended that whatever might be the law of England as to judgments, it was the universal understanding and belief throughout the West Indies that an assignment by the Provost Marshal was sufficient to pass whatever interest the debtor had, whether legal or equitable, and that the description in the bill of sale was an apt and sufficient description of the interest then possessed by Vaughan Haydon in the Belvedere Estate.

The COMMISSIONERS were of opinion that in the case of the mortgage of a reversionary interest, the right of action could not be considered to have accrued so far as regarded the fund subject to the mortgage until the reversion fell into possession, and that, therefore, the mortgagee was not barred.

As to the claim of Wigley and Burt, they were of opinion that the interest of Vaughan Haydon was not such an interest as could be seized or sold by the Provost Marshal under the provisions of the Colonial Act, and that the bill of sale was irregular and void.

The claim of Francis, the mortgagee, was, therefore, admitted; and the claim of Wigley and Burt was disallowed; but the costs of all parties were ordered to be paid out of the fund.

Solicitors, *Iliffe, Rupell, & Iliffe; Boys & Tweedies; Davies, Son, Campbell, & Reeves.*

APPOINTMENTS.

Mr. JOHN BALGUY, barrister-at-law, of the Midland Circuit, has been appointed Stipendiary Magistrate for the Potteries district of Staffordshire, in succession to Mr. J. E. Davis, who has been nominated stipendiary magistrate of Sheffield. Mr. Balguy is the eldest son of the late John Balguy, Esq., Q.C. (Recorder of Derby, Commissioner of Bankrupts for the Birmingham district, and Chairman of the Derbyshire Quarter Sessions), by Barbara, daughter of the Rev. J. Fleming St. John, Prebendary of Worcester. He was born in 1821, and was educated at Eton, and afterwards at Merton College, Oxford, where he graduated B.A. in 1844. He was called to the bar at the Middle Temple in May, 1848, and soon after joined the Midland Circuit, attending also the Warwick and Coventry sessions. On the death of his father, in 1858, he succeeded to the Duffield-park estate, near Derby, and was shortly afterwards appointed a magistrate for the county. He only awaits being placed on the Commission of the Peace for Staffordshire to enter upon his duties as stipendiary magistrate.

Sir GEORGE YOUNG, Bart., barrister-at-law, has been appointed by the Secretary of State for the Colonies, President of a Commission ordered to proceed to Demerara to inquire into the alleged ill-treatment of the Coolies. Sir George is the eldest son of the late Sir George Young, the second baronet, by Susan, only daughter of the late William Mackworth Praed, Esq., serjeant-at-law. He was born in 1837, and succeeded to the title on the death of his father, in 1848. The family seat is at Formosa Island on the Thames, between Cookham and Maidenhead. Sir George Young was educated at Trinity College, Cambridge, where he obtained a scholarship and graduated B.A. (second class in classics) in 1860. He was called to the bar at Lincoln's-inn in April, 1864, and has practised as an equity draughtsman and conveyancer.

Mr. ISAMBARD BRUNEL, barrister-at-law, has been appointed by the Lord Bishop of Ely to be Chancellor of that diocese. Mr. Brunel was educated at Balliol College, where he graduated B.A. in 1860. He was called to the bar at Lincoln's-inn in January, 1863.

Mr. WILLIAM FRANCIS, deputy clerk of the peace for Middlesex, has been appointed Clerk to the Court of General Assessment Sessions, constituted under the provisions of 32 & 33 Vict. c. 67, for the purpose of regulating the assessment of the metropolis.

Mr. FRANCIS THOMAS SOUTHGATE, solicitor, of Gravesend, has been appointed Clerk to the Gravesend Board of Guardians, and Superintendent-Registrar of Births, Deaths, and Marriages, in succession to his father, the late Mr. F. Southgate, who had held the office for thirty-five years.

Mr. GEORGE FRENCH MANT, of Storrington, Sussex, has been appointed a Commissioner to administer oaths in Chancery.

Mr. EDMUND ATKINSON GAUNDY, of Bankfield, Bury, Lancaster, has been appointed a Commissioner to administer oaths in Chancery.

GENERAL CORRESPONDENCE.

HIGH COURT OF JUSTICE BILL.

Sir,—The plan suggested by the judges in their first resolution, viz., "that in order to prevent confusion in the future administration of justice, a careful collation of the common law and equity law having been first made, express provision should be made as to what the law should be in each particular instance," is evidently the plan of which every one of us would approve, if only it could be carried into effect. The judges, however, themselves doubt of its possibility, and that it cannot be done by Parliament is quite clear, Parliament having neither the patience nor the learning necessary for the purpose; but it is not quite so clear, I think, that it may not be done in an altered way by the judges themselves; that is, by the common law and Chancery judges being together commissioned, say for a year or two years, to publish decrees or edicts from time to time stating exactly what the law on the various conflicting points would in future be.

The late Mr. Austin was of opinion that it would be infinitely better that the judicial body should be expressly empowered to innovate upon the law directly and openly rather than indirectly and covertly by judgments, which perhaps were sometimes given without due deliberation. However this may be in general it is not necessary now to determine, but here, and now that we have a special work to perform in harmonising existing well-known distinctions between the two systems of law and equity, the case seems to admit of, and indeed calls for, a special remedy, and I believe to no tribunal or committee or commission would the public entrust this matter with the same confidence that they would to the bench of judges sitting as I have proposed.

E. S.

OBITUARY.

MR. C. H. A. MARTELLI.

Mr. Charles Henry Ansley Martelli, barrister-at-law, died at Westbourne-square, Hyde-park, on the 30th May, at the age of fifty-eight years. He was educated at Trinity College, Oxford, where he graduated B.A., in 1833. In April, 1836, he was called to the bar at Lincoln's-inn; and had practised for many years at the Chancery Bar.

MR. JOHN WARD.

Mr. John Ward, solicitor, of Burslem, Staffordshire, died on the 28th May at the advanced age of eighty-nine years. He was born at Slawston, Leicestershire, in June, 1781, and after having served his articles of clerkship at Cheadle, in Staffordshire, was admitted in Hilary Term, 1808. Shortly afterwards he settled at Burslem, where he soon acquired a lucrative practice. He was clerk to the Burslem and Lawton turnpike trustees, and during his tenure of office the road from Burslem to Hanley was formed; he was also clerk to the Burslem market trustees prior to the adoption of the Public Health Act. During the Chartist riots he was selected by the Treasury to aid in the prosecution of the ringleaders at the special commission which was issued for their trial. Mr. Ward had practised uninterruptedly from the time of his admission up to the date of his death, and nearly every title to land in Burslem and Tunstall had passed through his hands. As an author he was known for his "History of Stoke-upon-Trent;" he had also published a poem called "The Potter's Art," and left other unpublished pieces. On the death of the Prince Consort, some lines composed by him "in memoriam" were presented to, and graciously accepted by, her Majesty. He was an officer of the old Langport Volunteers, and took a great interest in the revival of the volunteer movement. Mr. Ward was a member of the Incorporated Law Society, and also of the Solicitors' Benevolent Association. In 1810 he married Anne, daughter of Mr. Joseph Rice, of Ashby-de-la-Zouch, by whom he had one son, who predeceased him, and Mrs. Ward died in 1859. His funeral took place on the 3rd June, in St. Paul's Church, Burslem.

The remains of the late Mr. J. H. Boys, solicitor, of Margate, whose death we announced last week, were interred in the family vault of Betteshanger, near Eastry, on the 3rd June. Mr. Boys belonged to an old East Kentish family, being descended from Sir John Boys, Recorder of Canterbury, who founded the Jesus Hospital for boys, in that city, in 1612; and also from Colonel John Boys, who defended Donnington Castle, in Berkshire, against the Parliament soldiers in 1645, and was knighted by King Charles I. for his bravery on that occasion. The late Mr. Boys occupied a prominent position among the Masonic brotherhood, and for many years held the office of Deputy Grand Master of the province of Kent.

LAW STUDENTS' JOURNAL.

ANSWERS TO QUESTIONS AT THE FINAL EXAMINATION FOR HILARY TERM, 1870.

III.—Equity and Practice of the Courts.

(By H. N. Mozley, Barrister-at-Law.)

(*Continued from page* 639.)

10. A court of equity grants injunctions to restrain proceedings at law for the purpose of preventing persons taking an unfair advantage of a legal claim, or for putting a stop to vexatious or oppressive litigation; injunctions to restrain proceedings at law may be perpetual or temporary, total or partial, qualified or conditional (Sm. Man. Eq. p. 386).

11. Equity does not follow the law in the case of trusts executory. A trust executory, as opposed to a trust executed, is a trust not formally and finally declared by the instrument creating it, but intended to be so declared by some future instrument (see *Trevor* v. *Trevor*, 1 P. Wms. 622; *Lord Glenorchy* v. *Bosville*, White & Tudor Lead. Cas., 1st case; Sm. Man. Eq. 15).

12. The real property in England of a deceased *intestate* devolves upon his heir according to the Inheritance Act, 3 & 4 Will. 4, c, 106, or 22 & 23 Vict. c. 35, ss. 19, 20, as the case may be.

The personal property of an *intestate* devolves according to the Statute of Distributions, 22 & 23 Car. 2, c. 10, 1 Jac. 2, c. 17, or 29 Car. 2, c. 3 (Statute of Frauds), s. 25, as the case may be.

The succession to real property follows the law of the place where the property is situated.

The succession to personal property follows the law of the place where the owner was domiciled.

Whether leaseholds are governed by the *lex loci rei sitæ* or by the *lex domicilii* is doubtful, (see Jarm. on Wills, 3rd ed. vol. 1, p. 4, note (*k*), Vice-Chancellor Stuart in *Pearman* v. *Twiss*, 8 W. R. 329, 2 Giff. 136).

13. Contracts are governed by the law of the country where made (Story, Conflict of Laws, 6th ed., s. 76, p. 83), unless they are to be performed in another country, in which case the law of the place of performance is to govern (*Ibid*, s. 242, p. 305, and s. 280, p. 354, and cases there cited).

As a general rule, a contract which is void by the law of the country where it is made cannot be enforced here (*Ibid*, s. 243, pp. 306, 307).

14. The plaintiff files his bill against all the parties interested in disputing his title, including the Attorney-General in cases where the Crown is interested.

An answer admitting the plaintiff's title to examine the witnesses is a sufficient answer.

If a defendant puts in no answer, the Court will order the examination of the witnesses.

A motion to dismiss a bill to perpetuate testimony for want of prosecution, either before or after replication, is irregular. The proper order is that the plaintiff do proceed within a certain time, or pay the defendant his costs.

No suit for the perpetuation of testimony is set down for hearing, but when the witnesses have been examined there is an end of the cause; and any defendant, upon an affidavit that he did not examine any witnesses, may obtain an order of course for his costs; but if he examines witnesses himself he is not entitled to any costs (Cons. Ord. 9, rules 6, 7; Morgan & Chute's Chan. Acts and Ords., pp. 409, 410, and cases there cited).

The practice in suits to perpetuate testimony is not affected by the order of February 5th, 1861 (see rule 16 of that order, and Morgan & Chute's Chan. Acts and Ords., p. 625).

15. A motion for decree is one of several ways by which a suit may be brought to a hearing.

By 15 & 16 Vict. c. 86, s. 15, the plaintiff in any suit commenced by bill shall be at liberty, at any time after the time allowed to the defendant for answering the same shall have expired (but before replication) to move the Court, upon such notice as shall in that behalf be prescribed by any general order of the Lord Chancellor, for such decree or decretal order as he may think himself entitled to.

The time prescribed by General Orders is one month (Cons. Ord. 33, 4).

The motion is made before the judge to whose court the cause is attached.

IV.—Bankruptcy and Practice of the Courts.

(By Chaloner W. Chute, Barrister-at-Law.)

1. Stockbrokers (like other persons receiving other men's moneys into their trust or custody) are traders within the new Act. Farmers and graziers are not.

2. As traders gain credit by the reputation of a business and a stock-in-trade, they are more strictly dealt with by the recent Act (32 & 33 Vict. c. 71) than non-traders in matters affecting such business and reputed ownership; for example, a trader departing from his dwelling-house, &c., commits an act of bankruptcy (section 7); and the 15th section (relating to reputed ownership), and section 87 (as to seizure of goods by a judgment creditor), and section 91 (as to avoidance of voluntary settlements), apply only to traders.

3. The first meeting of creditors is held for the following purposes:—

a To appoint some fit person to fill the office of trustee of the property of the bankrupt, unless they resolve to leave his appointment to the committee of inspection.

b To declare by resolution what security is to be given by the person so appointed trustee.

c To appoint some other fit persons, not exceeding five, being creditors, to form a committee of inspection for the purpose of superintending the administration by the trustee of the bankrupt's property.

d To give directions as to the manner in which the property is to be administered by the trustee (32 & 33 Vict. c. 71, s. 14).

4. A secured creditor may be a petitioning creditor, if he states his willingness to give up his security for the creditors in the event of adjudication, or if he is willing to give an estimate of the value of his security and prove for the rest.

He may vote on the choice of trustee in respect of his whole debt if he gives up his security, or in respect of the residue of his debt if he deducts the value of his security.

5. The omission to register a bill of sale makes it void as against assignees in bankruptcy (see 17 & 18 Vict. c. 36). Whether the grantor be a trader or not, also, by 32 & 33 Vict. c. 71, s. 15, the grantee under a bill of sale from a trader may lose his security if he leaves the goods in the possession of the bankrupt. But if a non-trader gives a bill of sale and registers it, even if the goods have not been removed before the bankruptcy, the reputed ownership clause in section 15 will not apply.

6. Moveable implements, being part of the stock-in-trade on which the trader gains his credit, would belong to the trustee, as against a mortgagee of the manufactory who left them in the order and disposition of the bankrupt (32 & 33 Vict. c. 71, s. 15, clause 5).

Fixed machinery, on the contrary, passing under the mortgage of the realty, would be included in the security of the mortgagee (see *Longbottom* v. *Berry*, 5 L. R. Q. B. 137, the latest case on the subject).

7. Demands in the nature of unliquidated damages are not proveable, unless they arise out of a contract or promise, in which case the value may be estimated (32 & 33 Vict. c. 7, s. 3).

8. Stoppage *in transitu* occurs when goods are consigned entirely or partly on credit from one person to another and the consignee becomes bankrupt or insolvent before the goods arrive. In this event the consignor has a right to direct the captain of the ship, or other carrier, to deliver the goods to himself or his agent instead of to the consignee, who has thus become unable to pay for them.

9. A bankrupt is guilty of a misdemeanour if he does not make a true discovery of his property, or does not deliver up his assets, or papers, or conceals any part thereof, or if he fails to inform the trustee of a false debt having been proved against the estate, or if he mutilates his papers, or if he obtains credit within four months of bankruptcy on false representations; and he is guilty of felony if he fraudulently absconds with his property to the amount of £20 or upwards (32 & 33 Vict. c. 62, ss. 11, 12).

10. A debtor may obtain a general discharge from his debts not only by bankruptcy, but by liquidation under section 125 of the new Act, or composition with creditors under section 126.

11. An equitable mortgagee, being a creditor holding a specific security, may, on giving up his security, prove for his whole debt; or he may prove for the balance due after realising or giving credit for the value of his security (32 & 33 Vict. c. 71, s. 40).

12. On the bankruptcy of a firm, dividends of the joint and separate properties are to be declared together; the joint creditors being paid out of the joint estate, and separate creditors out of the separate estates (32 & 33 Vict. c. 71, s. 104).

13. The landlord of a bankrupt may distrain for rent due; but if he levies such distress after the commencement of the bankruptcy, it will be available only for one year's rent previous to the order for adjudication, and the overplus may be proved for under the bankruptcy (32 & 33 Vict. c. 71, s. 34).

14. The act of bankruptcy upon which the adjudication is founded must have occurred within six months before the presentation of the petition (32 & 33 Vict. c. 71, s. 6).

15. The recent Act (31 & 32 Vict. c. 71) provides (section 23) that the trustee may, by writing, disclaim onerous property, and upon such disclaimer the property, if a contract, shall be deemed to have determined from the date of the order of adjudication, and, if a lease, to have been surrendered on the same date.

V.—Criminal Law and Proceedings before Magistrates.

(By E. A. C. Schalch, Barrister-at-Law.)

1. It is a misdemeanour under section 39 of 24 & 25 Vict. c. 97, and is punishable by imprisonment for any term not exceeding six months, with or without hard labour, and if a male under the age of seventeen years, with or without whipping.

2. No. By section 58 of 24 & 25 Vict. c. 97, the statute which deals with "malicious injuries to property," "every punishment and forfeiture by this Act imposed on any person maliciously committing any offence, whether the same be punishable upon indictment or upon summary conviction, shall equally apply and be enforced whether the offence shall be committed from malice conceived against the owner of the property in respect of what it shall be committed, or otherwise."

3. The rule is that every person must be taken to intend the necessary and probable consequences of his own acts.

4. A principal in the first degree is one who is the actor or actual perpetrator of the fact.

5. Married women are not liable for their criminal acts when done under the coercion of their husbands; and if the acts are done in the presence of their husbands it is assumed, in the absence of evidence to the contrary, that the acts are done by the husband's coercion. Evidence may be given to show that a wife, although acting in her husband's presence, was not, in fact, acting under coercion, and if this is proved she is liable as if a *feme sole*. The mere authority or command of a husband to his wife to commit a crime will not excuse her if she commits it in his absence. It is not very well settled to what crimes this partial immunity of married women from criminal liability extends. It is said not to extend to treason, murder, or manslaughter, but it seems that it does extend to theft and burglary.

6. This has been held not to be larceny—*Reg.* v. *Willis* (1 Moo. C. C. 375)—as the husband had a joint property in the goods stolen. The principle of this decision may possibly, however, be affected by the late statute, 31 & 32 Vict. c. 116, by which one of two or more beneficial owners of money or goods converting the money or goods to his own se may be dealt with as if he was not one of such beneficial owners.

7. Compounding a mere charge of felony is illegal, as where a person having charged a man before a magistrate with embezzlement agrees not to prosecute the charge in consideration of a bill of exchange being accepted by another person.

8. It was laid down in *McNaghten's case* (10 Cl. & Fin. 209) that to establish a defence on the ground of insanity t must be shown that the accused was "labouring under such a defect of reason from disease of the mind as not to know the nature and quality of the act he was doing, or if he did know it, that he did not know that he was doing wrong;" or where the accused is under a delusion as to the existence of supposed facts, that such facts so supposed by him to exist would have justified him if they had really existed.

9. Murder is unlawfully killing with malice aforethought. Manslaughter is unlawfully killing without malice aforethought.

10. At common law burglary is the breaking and entering of the dwelling-house of another in the night-time with intent to commit a felony therein; and by 24 & 25 Vict. c. 26, s. 51, the breaking out of the dwelling-house of another in the night, having entered it with intent to commit a felony, or having committed a felony while in it, is burglary.

11. Yes. By 17 & 18 Vict. c. 83, s. 27, "every instrument liable to stamp duty shall be admitted in evidence in any criminal proceedings, although it may not have the stamp required by law impressed thereon or affixed thereto."

12. This is not capable of direct proof, and the jury must therefore infer the guilty knowledge from surrounding circumstances. On an indictment for uttering a forged bank note proof may be given that the accused uttered other forged notes, or that when he uttered the notes in question that he gave a false name or a false address, or that he then had other forged notes in his possession.

13. By section 2 of 24 & 25 Vict. c. 97, whosoever shall unlawfully and maliciously set fire to any dwelling-house, *any person being therein*, shall be guilty of felony and shall be liable to be kept in penal servitude for life or for any term not less than five years, or to be imprisoned for any term not exceeding two years with or without hard labour, and with or without solitary confinement, and if a male under sixteen years of age, with or without whipping. By section 3 whoever shall unlawfully and maliciously set fire to any house, stable, &c., &c., &c., *with intent thereby to injure or defraud any person* shall be liable to the same punishment as mentioned in section 2.

14. The false representation need not be in words; the conduct and acts of the accused may be sufficient without any verbal representation. The representation must be of some existing fact. A statement as to some future event is not sufficient. Therefore a promise to do an act at a future time is not a false pretence, although the person so promising had no intention of doing as he promised. The offence is completed by obtaining the money or goods.

15. The receipt of stolen goods is punishable when the receiver knows at the time that he receives the goods that they are stolen goods, whether the stealing amounts to a felony or only to a misdemeanour.

EXAMINATION AT THE INCORPORATED LAW SOCIETY.

I.—From Chitty on Contracts.

1. What are the requisites of a deed to make it complete as such?

2. Explain the principal differences between specialties and simple contracts.

3. What is the distinction between good and valuable considerations, and what is their respective efficacy to support deeds and simple contracts respectively?

4. Mention exceptions to the rule that a contract requires mutuality of obligation to render it binding on either party.

5. When is it necessary that a simple contract should be in writing?

6. What is the effect, as regards the liability of a surety, if either the person whose fidelity is guaranteed, or the person to whom the guarantee is given, take a partner: the transaction in respect of which the guarantee is given being continued by or with the firm?

7. What is the effect, as regards the liability of a surety, of any dealing by the creditor with the liability of the principal debtor; and if the creditor gives time for payment to the principal debtor, is it material whether he does it under a binding engagement to do so, or through gratuitous forbearance?

II.—From Williams on the Principles of the Law of Real Property.

8. What is an estate pur autre vie?

9. A. is tenant for life of real estate under a settlement dated 1860. The settlement contains no power of leasing. Can the tenant for life grant a binding lease other than for his own life, and if so, for what term, and subject to what conditions?

10. What words are sufficient to create an estate tail?

11. A conveyance is made to A. B. and his heirs, to the use of A. B. and his heirs, in trust for C. D. and his heirs. Does the legal estate vest in A. B. or C. D.?

12. A., by will, gives £5,000 to his son B. B. dies in his father's lifetime leaving a child. Will the legacy lapse?

13. If a testator devise land to his heir-at-law, will such heir-at-law take by descent or purchase?

14. May a tenant in tail commit waste without first barring the entail?

III.—From J. W. Smith's Manual of Equity Jurisprudence.

15. State some of the circumstances which have been considered by the Court as evidence that a deed purporting to be an absolute conveyance for value was intended merely by way of security.

16. State the general law, as to the application of payments made by a debtor to his creditor.

17. Where money is bequeathed to charitable purposes abroad, in what cases will the Court of Chancery secure the fund, and cause the charity to be administered under its direction, and in what cases will the Court not do so?

18. Where a specific legacy is given to one for life, and after his death to another, under what circumstances can the legatee in remainder obtain a decree for security from the tenant for life, for the delivery over of the legacy; and in the absence of those circumstances, to what is the remainderman entitled, and for what purpose?

19. Where a contract, which ought to be in writing, has not been reduced into writing, in what case, and for what reason, will the Court not allow the Statute of Frauds to be set up as a protection against such contract?

20. Under what circumstances, and by what method, can a mortgagee convert interest into principal so as to affect the mortgaged estate, and what will be the effect of such conversion on subsequent incumbrances, of which the mortgagee had notice?

21. In what case will the Court of Chancery, at the instance of persons having limited or ulterior interests in real estate, direct the title deeds to be secured or brought into Court for preservation?

IV.—Book Keeping.

22. Give a specimen of an account current between A. and B. (rendered by B.) consisting of five items on each side, and showing a balance in favour of B.

23. What books are necessary for an ordinary tradesman's accounts?

24. Describe the uses of the books mentioned in the answer to the previous question.

25. What are the meanings of the terms "debit" and "credit," and on which side of the account should entries under those respective headings be placed?

26. State an account between a wholesale house, and a tradesman, showing goods sold, goods returned, and acceptances given by the tradesman; some being paid, and some returned dishonoured with expenses.

ADMISSION OF ATTORNEYS.

Trinity Term, 1870.

The following are the days for admission in Common Law:—

Wednesday ..... June 15 | Thursday ..... June 16

ADMISSION OF SOLICITORS.

The Master of the Rolls has appointed Thursday, the 16th of June, 1870, at the Rolls Court, Chancery-lane, at four o'clock in the afternoon, for swearing in solicitors.

Every person desirous of being sworn in on the above day must leave his common law admission or his certificate of practice for the current year at the secretary's office, Rolls-yard, Chancery-lane, on or before Wednesday, the 15th of June.

The papers of those gentlemen who cannot be admitted at common law till the last day of Term will be received at the secretary's office up to twelve o'clock at noon on that day, after which time no papers can be received.

GENERAL EXAMINATION OF THE INNS OF COURT.

Trinity Term, 1870.

General examination of students of the Inns of Court, held at Lincoln's Inn Hall, on the 21st, 23rd, 24th, and 25th days of May, 1870.

The Council of Legal Education have awarded to David Graham Barkley, Lincoln's-inn, a studentship of fifty guineas per annum, to continue for a period of three years; Samuel Hall, Middle Temple, an exhibition of twenty-five guineas per annum, to continue for a period of three years; Archibald Brown and Edward Tindal Atkinson, Middle Temple, certificates of honour of the first class; and to Frank Matthew Betts, Frank John Fenton, Frederic Marshall, John Douglas Sandford (including Hindu Law, &c.), Inner Temple; Frederick John Fergusson (including Hindu Law, &c.), John Lawrence Gane, Edgar Hutchinson Little (including Hindu Law, &c.), Horace James Browne, James Layton Brown (including Hindu Law, &c.), George Robert Elsmie (including Hindu Law, &c.), Henry Leland Harrison, Elliot Macnaghten (including Hindu Law, &c.), Alexander Robertson, William Walker, Edward John Watson, and Richard Thomas Wright, of Lincoln's-inn, certificates that they have satisfactorily passed a public examination.

LECTURES AND LAW CLASSES AT THE INCORPORATED LAW SOCIETY.

Mr. H. M. Bompas, Lecturer and Reader on Common Law and Mercantile Law—Monday, June 13, class A. Tuesday, June 14, class B. Wednesday, June 15, class C. —4.30 to 6 p.m.

COURT PAPERS.

QUEEN'S BENCH.

This Court will on Friday the 17th, Saturday the 18th, Monday the 20th, Tuesday the 21st, Tuesday the 28th, Wednesday the 29th, and Thursday the 30th days of June instant, hold sittings, and will proceed in disposing of the cases in the New Trial, Special, and Crown Papers, and any other matters then pending, and will give judgment in cases standing for judgment, and will also hold a sitting on Wednesday, the 6th day of July next, for the purpose of giving judgments only.

THE NEW LEGAL PEER.

The Right Hon. Thomas O'Hagan, Lord Chancellor of Ireland, has been created a peer, under the title of Baron O'Hagan. His Lordship, who is in his sixtieth year, was called to the bar in Ireland in Hilary Term, 1836, and was appointed a Queen's Counsel in February, 1849. He was for several years assistant-barrister for the county of Longford, and was elected a bencher of King's Inns, Dublin, in 1859. In February, 1860, he was appointed Solicitor-General for Ireland, when Mr. Rickard Deasy became Attorney-General, and in February, 1861, on Mr. Deasy being appointed a baron of the Court of Exchequer, Mr. O'Hagan succeeded him as Attorney-General, and was then sworn in a member of the Irish Privy Council. In May, 1863, he was elected M.P. for Tralee, in succession to Captain Daniel O'Connell, who retired on being appointed a special commissioner of income-tax, and continued to represent that borough till February, 1865, when he was appointed fourth justice of the Court of Common Pleas in Ireland. In November, 1868, on the formation of Mr. Gladstone's Government, he was selected to fill the post of Lord High Chancellor of Ireland, of which office he is still the incumbent. Since the beginning of the present century, the following Lord Chancellors of Ireland have also been created peers of Parliament:—Lord Redesdale, 1802—6; Lord Manners 1807—27; Lord Plunkett, 1830—4 and 1835—41; and Lord Campbell, 1841 (afterwards Lord Chancellor of England). Lord St. Leonards, who was Lord Chancellor of Ireland from 1841—46, was not created a peer till he became Lord Chancellor of England in 1852.

Court Fees.—The fees received in stamps in the superior Courts of Common Law in the year ending the 31st of March, 1870, amounted to £91,598, being £2,499 less than in the preceding year. The decrease was chiefly in the Court of Queen's Bench; in the Exchequer there was an increase. The salaries, pensions, and expenses charged on the fee fund amounted to £98,043, leaving a deficiency of £6,445. The fees received in the Court of Probate and Divorce in the year amounted to £134,070; the payments for compensations (a decreasing account), salaries, &c., amounted to £189,078, so that there was a deficiency of £55,008. In the Admiralty Court the fees received produced £8,446, but the payments charged on the fund reached £16,084, leaving a deficiency of £7,638. In the Land Registry the year's fees were £1,280, but the payments were £5,684, leaving a deficiency of £4,404. The total excess of expenditure over receipts in respect of the Courts of Probate and Admiralty and the Land Registry (exclusive of the salaries of the judges) was therefore £67,050.—*Times*.

NEW COUNTY COURT RULES AND ORDERS.

THE DEBTORS ACT, 1869.

Rules and Forms for Regulating the Proceedings in the County Courts.—May, 1870.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being judges of county courts appointed to frame rules and orders for regulating the practice of the courts and forms of proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, under the powers vested in us by the said Act and by "The Debtors' Act, 1869," framed the following rules and forms, and we do hereby certify the same to the Lord Chancellor accordingly.

1. The rules made under the Debtors Act, 1869, for regulating the practice of the county courts under that Act, and which came into force in all county courts on the 1st January, 1870, may be cited as "The Debtors Act Rules, 1870;" and these rules may be cited as "The Debtors Act Rules, May, 1870."

2. Rules 21, 22, 23, and 24 of the "Debtors Act Rules, January, 1870," shall be, and they are hereby, rescinded.

3. The districts of the courts referred to in section 3 of the County Courts Act, 1867, shall be deemed to be one district, so far as relates to the issuing of judgment summonses by the court in which action was brought.

4. All costs incurred by the plaintiff in endeavouring to enforce an order or judgment shall be deemed to be due in pursuance of such order or judgment under section 5 of the Debtors Act, 1869.

5. Where a judgment debtor shall upon the return day of a judgment summons satisfy the Court that he has been adjudicated a bankrupt, and that the debt was provable in the bankruptcy, or that, in respect of the debt, the 125th or 126th section of the Bankrupt Act, 1869, have been complied with, no order of commitment shall be made.

6. Where a judgment debtor shall, after the making of an order of commitment against him and before its issue, file, in the court in which the order was made, an affidavit according to the form in the schedule, stating that he has been adjudicated a bankrupt, and that the debt was provable in the bankruptcy, or that in respect of the judgment debt the provisions of either of the before-mentioned sections of the Bankrupt Act, 1869, have been complied with, and at the same time give notice to the judgment creditor of the filing of the affidavit, no such order shall issue.

7. Where a judgment debtor is arrested, he may, according to the tenor of the order of commitment, file in the county court within the district of which he is in custody, an affidavit as mentioned in the last foregoing rule, and give the notice to the judgment creditor thereof, as therein required, and thereupon the judgment debtor shall be discharged out of custody upon the certificate of the registrar of that court.

8. The forms in the annexed schedule shall be used, instead of the corresponding forms now in use.

Schedule of Forms.

1.

Certified Copy of Order or Judgment.

The County Court of ——, holden at ——.

Minutes of Judgments, Orders, and other Proceedings at a Court held at ——, on the —— day of ——, 187—, before ——, Judge of the said Court.

No.	Plaintiff.	Appearance.	Defendant	Appearance.	Particulars of Claim.	Amount claimed.	Special Defence.	By whom Jury required.	For whom Judgment given.	Amount of Judgment.	Costs.	Order.

	£	s.	d.
Amount of judgment or order, including costs			
Subsequent costs			
Paid into court			
Total sum now due			

I hereby certify that the above is a true copy of an entry in the Minute Book, Judgments, Orders, and other Proceedings of the —— County Court of ——, holden at ——.

Dated this —— day of ——, 187—.

Registrar.

2.

Judgment Summons on an Order or Judgment of a County Court.

(*The figures are inserted ex. gr.*)

The Debtors Act, 1869.

In the [title of court issuing summons].

No. of plaint.

No. of judgment summons.

Between A.B., Plaintiff,

[Address, description,]

and

C.D., Defendant,

[Present address, description, and, if known, place of employment.]

Whereas the plaintiff obtained a judgment [or if no judgment has been obtained, or if a fresh order has been obtained upon a judgment, an order] against you, the above-named defendant, in the county court of ——, holden at ——, on the — day of ——, 187—, for the payment of £10 for debt [or damages] and costs, and subsequent costs have been incurred in pursuance thereof amounting to 15s.

And whereas you have made default in payment of the sum payable in pursuance of the said judgment [or order].

You are therefore hereby summoned to appear personally in this court at [place where court holden] on —— the —— day of ——, 187—, at the hour of —— in the ——noon, to be examined on oath by the court touching the means you have or have had since the date of the judgment [or order] to satisfy the sum payable in pursuance of the said judgment [or order]; and also to show cause why you should not be committed to prison for such default.

Dated this —— day of ——, 187—.

Registrar of the Court.

	£	s.	d.	£	s.	d.
Amount of judgment, or order, and costs				10	0	0
Costs of warrant against the goods, if any... ...				0	15	0
Costs of previous judgment summonses,... ... hearing, and committments, if any				0	0	0
				10	15	0
Deduct: Paid into court	1	0	0			
Deduct: Amounts which were not required to have been paid before the date of the summons	4	15	0	5	15	0
Sum payable				5	0	0
Costs of the summons				0	2	3
Amount upon the payment of which no further proceedings will be had until default in payment of next instalment				5	2	3

3.

Judgment Summons on Order or Judgment of a Court other than a County Court.

The Debtors Act, 1869.

In the [title of court issuing summons],
No. of judgment summons.

Between A.B., Plaintiff,
[Address, Description,]
and
C.D., Defendant,
[Present address, description, and, if known, place of employment.]

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £——]:

[or, Whereas, by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor, here insert the name of the Vice-Chancellor making the order [on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

You are therefore hereby summoned to appear personally in this court at [place where court holden] on —— the —— day of ——, 187—, at the hour of —— in the ——to be examined on oath by the court touching the means you have or have had since the date of the judgment [or order] to pay the said sum, in payment of which you have made default; and also to show cause why you should not be committed to prison for such default.

Dated this —— day of ——, 187—.

Registrar of the Court.

	£	s.	d.
Amount of judgment or order remaining due...			
Costs of this summons			
Total sum due			

4.

Order of Commitment.

(*The figures are inserted ex. gr.*)

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons.
No. of order.

Between A.B., Plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment [or order] against the defendant in the County Court of ——, holden at —— on the —— day of —— 187—, for the payment of £10, for debt [or damages] and costs, and subsequent costs have been incurred in pursuance thereof amounting to 15s.:

And whereas, the defendant hath made default in payment of £5, payable in pursuance of the said judgment [or order]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to satisfy the sum then due and payable in pursuance of the judgment [or order], and to show cause why he should not be committed to prison for such default, which summons has been proved to this Court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum then due and payable in pursuance of the judgment [or order], and has refused [or neglected], [or then refused or neglected] to pay the same, and the defendant has shown no cause why he should not be committed to prison.

Now, therefore, it is ordered that, for such default as aforesaid, the defendant shall be committed to prison for —— days, unless he shall sooner pay the sum stated below as that upon the payment of which he is to be discharged, or shall file such affidavit as is mentioned in rule six of "The Debtors Act Rules, May, 1870."

These are, therefore, to require you, the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order], —— day of —— 187—.

E.F.,
Registrar of the Court.

	£	s.	d.
Total sum payable at the time of hearing of the judgment summons	5	2	3
Hearing of summons, and poundage upon this order	0	10	0
	5	12	3
Deduct amount paid into court subsequent to the hearing of the judgment summons	2	0	0
Total sum upon payment of which the prisoner will be discharged	3	12	3

5.

Order of Commitment on an Order or Judgment of a Court other than a County Court.

The Debtors Act, 1869.

In the [title of court ordering committal].
No. of plaint.
No. of judgment summons,
No. of order.

Between A.B., Plaintiff,
and
C.D., Defendant.

To the high bailiff and others the bailiffs of the said court and all peace officers within the jurisdiction of the said court, to the governor or keeper of the [prison used by the court].

Whereas the plaintiff obtained a judgment against the defendant in her Majesty's Court of Queen's Bench [or as the case may be] on the —— day of ——, for the sum of £——, and there is now due and payable upon the said judgment the sum of £——:

[or, Whereas by a decree [or order] made by the Master of the Rolls [or by Vice-Chancellor] [insert the name of the Vice-Chancellor making the order] on the —— day of —— the defendant was ordered to pay to the plaintiff the sum of £——, and there is now due and payable upon the said decree [or order] the sum of £——]:

And whereas a summons was, at the instance of the plaintiff, duly issued out of this court, by which the defendant was required to appear personally at this court on the —— day of —— 187—, to be examined on oath touching the means he had then or had had since the date of the judgment [or order] to pay the said sum, which summons was proved to this court to have been personally and duly served on the defendant:

And whereas, at the hearing of the said summons, it has now been proved to the satisfaction of the court that the defendant now has [or has had] since the date of the judgment [or order], the means to pay the sum in respect of which he made default as aforesaid, and has refused [or neglected], [or then refused or neglected] to pay the same.

Now, therefore, it is ordered, that the defendant shall be committed to prison for —— days, unless he shall sooner pay the sums in payment of which he has so made default, together with the prescribed costs hereinafter mentioned, or shall file such affidavit as is mentioned in rule six of "The Debtors Act Rules, May, 1870."

These are, therefore, to require you, the said high bailiff, bailiffs, and others, to take the defendant, and to deliver him to the governor or keeper of the [prison used by the court], and you the said governor or keeper to receive the defendant, and him safely keep in the said prison for —— days from the arrest under this order, or until he shall be sooner discharged by due course of law.

Given under the seal of —— this [insert date of order], —— day of —— 187—.

E.F.,
Registrar of the Court.

	£ s. d.
Amount of judgment or order, remaining due	
Costs of judgment summons and poundage on this order	
Amount upon the payment of which the prisoner is to be discharged	

This order remains in force one year from the date thereof.

6.

Affidavit.

The Debtors Act, 1869.

In the County Court of ——
holden at ——

Between A.B., Plaintiff,
and
C.D., Defendant.

I, C.D., of ——, make oath and say:—

1. That under the Debtors Act, 1869, an order for my committal was made by the above court [or the county court of ——, holden at ——], for making default in payment of £——, due from me in pursuance of an order [or judgment] of the [here insert the court in which order or judgment was given].

2. That on the —— day of —— 18—, I was adjudicated a bankrupt by the [here insert the court by which adjudication was made].

3. That the order of adjudication was published in the *London Gazette* on the —— day of —— 18—.

4. That the debt, in respect of which the above order [or judgment] was given, was provable under the bankruptcy.

[or

2. That my affairs are in course of liquidation [or have been liquidated] by arrangement under section 125 of the Bankruptcy Act, 1869, and that the debt, in respect of which the above order [or judgment] was given, was included in the statement produced to the meeting of my creditors.

or 2. That I have entered into a composition with my creditors under the provisions of section 125 of the Bankruptcy Act, 1869, and that the debt, in respect of which the above order [or judgment] was given, was inserted in the statement produced to the meetings of my creditors].

3. That the special resolution mentioned in section 125 of the Bankruptcy Act, 1869 [or the extraordinary resolution mentioned in section 126 of the Bankruptcy Act, 1869] was filed in the [here insert name of court] on the —— day of ——].

Sworn at ——. C.D.

7.

Certificate.

The Debtors Act, 1869.

In the County Court of ——, holden at ——.

Between A.B., Plaintiff,
and
C.D., Defendant.

I hereby certify that the defendant who was committed to your custody by virtue of an order of commitment under the seal of this court [or the County Court of —— holden at ——], bearing date the —— day of —— 187—, has filed an affidavit in this court, stating that he is a bankrupt [or has had his affairs liquidated by arrangement, or has entered into a composition with his creditors]; and that the defendant may, in respect of such order, be forthwith discharged out of your custody.

Given under the seal of the Court this —— day of —— 187—.

Registrar.

To the governor or keeper.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and orders to come into force in all county courts on the 20th day of June, 1870.

HATHERLEY, C.

COMMON LAW AND EQUITABLE JURISDICTION.

RULES, ORDERS and FORMS for Regulating the Practice of the County Courts.—May, 1870.

We, George Lake Russell, John Bury Dasent, John Worlledge, Rupert Alfred Kettle, and William Furner, being judges of county courts appointed to frame rules and orders for regulating the practice of the courts, and forms of proceedings therein, under the 32nd section of "The County Courts Act, 1856," have, under the powers vested in us by the said Act, and by "The County Courts Act, 1865," and "The County Courts Act, 1867," framed the following rules, orders and forms, and we do hereby certify the same to the Lord Chancellor accordingly.

1. The rules of practice which came into force in all county courts on the 1st day of January, 1868, and are now in force in such courts, may be cited as "The County Court Rules, 1868," and these rules may be cited as "The County Court Rules, 1870."

2. Process shall not be issued for service or execution unless the party at whose instance it is required to be issued shall give the Christian name and surname, description and residence, or place of business of himself, and the surname, and, if known, the Christian name and description, and also the residence of the party upon whom it is to be served, together with the name of the street and number of the house, if known, in which the party resides or carries on business; and every warrant shall have on it the name, address and description of the plaintiff and defendant.

3. Upon transmission of the plaint note, with a request and a receipt (duly stamped where necessary) by a party to whose credit money has been paid into a court, other than the court within the district of which such party resides or carries on business, the registrar of the court into which the money has been paid shall transmit such money to such party by registered post letter, enclosing a post-office order less the cost of remittance, and such remittance shall be at the risk of the said party.

4. Where a person desires to enter a plaint in a court within the district of which he does not reside, he may, instead of attending in person or by agent at the court, transmit, free of cost, to the registrar, the following:—

(1.) Statement showing the name, address and description of the plaintiff and defendants, the cause of action and the amount claimed, and, where the claim exceeds 40s., as many copies of the statement of the particulars or cause of action as there are defendants, and an additional copy to file.

(2.) A post-office order for the fees payable upon the entry of the plaint.

(3.) An envelope addressed to himself, with a penny postage stamp thereon.

And upon the receipt of the above the registrar shall enter the plaint and forward the plaint note to the plaintiff in the addressed envelope.

5. For the purpose of the two foregoing rules the several districts of the metropolitan courts shall be considered *inter se* as one district only.

6. The letter, form No. 6 to the County Court Rules, 1868, need not be transmitted with a summons sent for service from one metropolitan court to another.

7. Where by an affidavit of service of a summons made by the bailiff of a foreign court it shall appear doubtful whether the service will be held sufficient, the registrar of the home court shall forthwith, on receiving such affidavit, send to the plaintiff a notice according to form (No. 10) in the schedule to the County Court Rules, 1868.

8. Where a defendant pays money into court in part payment of the amount claimed, or in order that he may plead the defence of a tender, the money shall not be paid out until after the return day, and then if any costs shall have been awarded to the defendant such costs shall be deducted therefrom and be paid to the defendant.

Fees under section 2 of the Act of 1867.

9. The fee of 1s. for service of a summons issued under section 2 of the County Courts Act, 1867, and the fee of 1s. for affidavit of the service, where the amount claimed exceeds 40s., shall be paid by the plaintiff to the registrar at the time of the entry of the plaint in respect of each defendant to be served, and where the summons is to be served in a foreign district be accounted for to the treasurer, who will allow to the registrar such affidavit fees as he may have repaid to plaintiffs, in cases where the summonses have not been served.

10. The high bailiff is entitled to 1s. for endeavouring to serve the summons, even should he not succeed.

11. The amount claimed is to be inserted in the letter sent to the high bailiff of the foreign court with the summons for service, according to the form in the schedule.

12. The affidavit of service of a summons under section 2 of the County Courts Act, 1867, shall be according to the form in the schedule.

Attorney's costs.

13. Costs in plaints for the recovery of tenements and in actions of replevin may, where the fees of court are paid on £5 or upwards, be allowed to attorneys upon the scale applicable to actions on contract where the amount claimed exceeds £20, if the judge shall so order.

14. In actions of tort where the damages claimed exceed £20, the plaintiff, if successful, shall, if the judge shall so order, be entitled to recover costs, according to the scale relating to actions of tort above £20, although less than £20 be recovered, and the defendant, if successful, and the judge shall so order, shall in all such cases be entitled to recover costs according to the said scale.

15. No costs shall be allowed to an attorney in actions under section 2 of the County Courts Act, 1867, unless the particulars of the plaintiff's demand be signed by such attorney; nor shall the total costs to be allowed to an attorney in actions under this section, where the sum claimed exceeds 40s., and does not exceed £5, be more than 5s., for all or any of the following acts: viz., preparing affidavit, swearing and filing, notice of mode of payment, copy and service of summons, affidavit of service with copy of summons annexed, attending to file, and entering up judgment by default.

EQUITY.

Order XX.

Rule 10. *Where legacy or succession duty payable, it must be paid before execution of the decree.*] Before executing any decree or order directing the payment or transfer of any fund, or part of any fund, in respect of which any duty shall be payable to the revenue under the Acts relating to legacy or succession duty, the registrar shall, before making the payment, require a certificate from the proper officer of the payment of the duty chargeable in respect of such fund, or any part thereof respectively.

Order XXIII.

Fees on Service.

Rule 28.] The fee for service of process shall be taken in respect of each defendant to be served, and where the process is to be served in a foreign district, a fee for each affidavit of service.

SCHEDULE OF FORMS.

1.

Affidavit of service of summons under section 2 of 30 & 31 Vict. c. 142, by a person other than a bailiff.

In the County Court of ——, holden at ——.

Between A. B., plaintiff,

and

C. D., defendant.

I, X. Y., the above-named plaintiff [or a clerk or servant in the permanent and exclusive employ of the above-named plaintiff, or in the permanent and exclusive employ of L. M., of ——, attorney to the above-named plaintiff], make oath and say:—

That I [where service made by a clerk or servant] am a clerk [or servant] in the permanent and exclusive employ of the above-named plaintiff, or in the permanent and exclusive employ of L. M., of ——, attorney to the above-named plaintiff, and that I did on the —— day of ——, 187—, duly serve the defendant with a summons, a true copy whereof is hereunto annexed marked A, by delivering the same personally to the defendant.

Sworn at ——, in the county of ——, this —— day of ——, 187—. X.

2.

Letter to be sent with summons out of the district under section 2 of the County Courts Act, 1867, where the amount claimed exceeds 40s.

In the County Court of ——, holden at ——.

Sir,—I hereby request that you will have the accompanying summons personally served under section 2 of the County Courts Acts, 1867, and return the enclosed copy of the same to me, with affidavit of service required by the said action.

On presentation of this letter to the registrar of your court, he is to pay you the fees received by me as under:—

	s.	d.
For service	1	0
For affidavit of service (if service be effected) ...	1	0
The amount claimed is £	„	„

Your obedient servant,

Registrar of the above Court.

To the High Bailiff of the County Court of ——, holden at ——.

GEORGE LAKE RUSSELL.
J. B. DASENT.
JOHN WORLLEDGE.
RUPERT KETTLE.
WM. FURNER.

I approve of these rules and orders to come into force in all county courts on the 20th day of June, 1870.

HATHERLEY, C.

ORDER IN COUNCIL.

At the Court at Windsor, the 18th day of May, 1868.

Present:—

The Queen's most Excellent Majesty in Council.

Whereas by "The Common Law Procedure Act, 1860," it is enacted that it shall be lawful for her Majesty, from time to time, by an Order in Council, to direct that all or any part of the provisions of the said Act shall apply to all or any court or courts of record in England and Wales, and that within one month after such order shall have been made and published in the *London Gazette*, such provision shall extend and apply in manner directed by such Order, and that any such order may be, in like manner, from time to time altered and annulled; and that in and by such order her Majesty may direct by whom any powers or duties incident to the provisions applied under the said Act shall and may be exercised with respect to matters in such court or courts, and may make any orders or regulations which may be deemed requisite for carrying into operation in such court or courts the provisions so applied:

And whereas it has seemed fit to her Majesty, by and with the advice of her Privy Council, that certain of the provisions of the said Act should be extended and applied to all the courts of record established under the provisions of "The County Courts Act, 1846," and also to the City of London Court of Record as constituted by "The County Courts Acts, 1867,"

Now, therefore, her Majesty, by and with the advice aforesaid, is pleased to order, and it is hereby ordered, that the provisions contained in sections 28, 29, 30, and 31, of "The Common Law Procedure Act, 1860," shall apply to the said courts of record.

And her Majesty is further pleased, by and with the advice aforesaid, to direct that the powers and duties incident to the above-mentioned provisions of "The Common Law Procedure Act, 1860," with respect to matters in the said courts of record, shall and may be exercised by the judges of the said courts respectively, or their respective deputies, and to order that the statutes, rules of practice, orders, and forms in force and used in the said courts of record shall be adopted with reference to proceedings had in such courts under the above-mentioned provisions of "The Common Law Procedure Act, 1860," so far as the same are applicable *mutatis mutandis*.

COMMON LAW PROCEDURE ACT, 1860.

(23 & 24 Vict. c. 126.)

Sections referred to in the foregoing Order in Council.

Section 28. *Judge may refuse to interfere in proceedings to attach debts.*] In proceedings to obtain an attachment of debts under "The Common Law Procedure Act, 1854," the judge may, in his discretion, refuse to interfere, where, from the smallness of the amount to be recovered, or of the debt sought to be attached, or otherwise, the remedy sought would be worthless or vexatious.

Section 29. *Proceedings where third person has a lien on the debt.*] Whenever in proceedings to obtain an attachment of

debts, under the Act above mentioned, it is suggested by the garnishee that the debt sought to be attached belongs to some third person who has a lien or charge upon it, the judge may order such third person to appear before him, and state the nature and particulars of his claim upon such debt.

Section 30. *Judge may bar claim of third person and make orders.*] After hearing the allegations of such third person under such order, and of any other person whom by the same or any subsequent order the judge may think fit to call before him, or in case of such third person not appearing before him upon such summons, the judge may order execution to issue to levy the amount due from such garnishee, or the judgment-creditor to proceed against the garnishee according to the provisions of "The Common Law Procedure Act, 1854," and he may bar the claim of such third person, or make such other order as he shall think fit, upon such terms, in all cases, with respect to the lien or charge (if any) of such third person, and to costs as he shall think just and reasonable.

Section 31. *Provisions of* 17 & 18 *Vict. c.* 125, *to apply to orders.*] The provisions of "The Common Law Procedure Act, 1854," so far as they are applicable, shall apply to any order, and the proceedings thereon made and taken in pursuance of the herein next before-mentioned powers under this Act.

THE USE OF THE GOWN.

We learn from the *Times* that the Bishop of Manchester, Dr. Fraser, has been asked by one of his clergy for his authoritative opinion on the following questions:—1, Flowers on the Lord's Table, as part of the decorations of the great festivals; 2, the publication of banns of marriage after the second lesson at morning prayer; 3, the use of the academical or other gown for preaching. His Lordship observes that no statement of his could be "authoritative" in the sense of being legally enforcible or obligatory, unless it could be shown to rest upon some express, declared sanction of the law. Where the law was silent or ambiguous the authority of a bishop was simply moral, only binding on the laity so far as they have respect for the bishop's office, and upon the clergy so far as they recognise in each particular exercise of it one of those "godly judgments and admonitions" which, at their ordination, they promised to "follow with glad mind and will." With reference to the use of flowers, his lordship refers to Sir R. Phillimore's judgment in *Elphinstone* v. *Purchas*, and holds that, under the existing interpretation of the law, flowers on the Lord's Table at the great festivals, and it might be assumed at other seasons, is legal. Legality, however, is one thing; expediency another. In reference to the third question—the other being a very unimportant one—his Lordship observes that he does not believe there is any authority beyond that of custom for the use of "the academical or other gown" in any ministration or service of the Church. If Sir R. Phillimore's view of the law was correct, and it was authoritative until reversed, the surplice was the only lawful—*i.e.*, the only prescribed—garment for the minister in all services, except when officiating at the Holy Communion. His Lordship also holds that the gown, even for preaching the sermon after evening prayer, was not a vestment that had the sanction of any direct written law, but at the same time he observes—"I would wish it to be remembered that in these indifferent things, especially when the law is not perfectly clear, the great amxim '*mos pro lege*' holds, and that it would be a most unwise, indeed scarcely a justifiable step in a minister to thrust a change of this kind upon an unwilling congregation. 'Let all things be done decently and in order' is a great maxim; but 'Let all things be done unto edifying' is a greater; and the end of all our ministrations is to win our people's hearts, not to alienate them; to build up, not to disunite or destroy. At the same time I deeply deplore that to the 'decent and comely surplice' there should be got attached, even in a single mind, that it is the symbol of a party. I cannot conceive how such a suspicion could have arisen, unless the change was very intemperately introduced, or was accompanied or followed by practices of a more equivocal nature, which might seem to indicate ulterior aims." After speaking of the reason that it is inconvenient to change as being satisfactory, he expresses his belief that the congregations as a body, if consulted, would acquiesce in any change by which it could be shown that the reverence, heartiness, and decency of such service could be increased. But in cases where perhaps their patience had been somewhat severely tried, where their wishes had not been ascertained, and where it was even alleged that they had neither voice nor will in the matter, it was not surprising that they should resent or be alarmed at changes which seem to be capricious, and of which they can neither estimate the extent, or the design, or the end. The surprise, in truth, would be if it were otherwise. Change merely for the sake of change was always undesirable, but change for the sake of greater decency and order in common worship had in that aim its justification, and the minister who made it, if he was sure of the acquiescence of his congregation, might fairly ask for the sanction of his bishop, even if the change did not come within the written letter of the law. Where the law was plain and direct, and the matter was of primary importance, there was, of course, no alternative but to abide by such law, whether they liked it or not; but where there was an indistinctness or doubtful interpretation, a permissible latitude, there the course marked out for both bishop and minister was that implied in the governing principle, "*Salus populi suprema lex.*" In a postscript, his Lordship observes that there are those who differ from him as to the use of the gown, and adds that it were much to be wished, in the interests of peace, that the question should be settled in some amicable suit. To the decision of a competent tribunal, before which the question should have been fully argued, all parties, he imagined, would be prepared to bow, and the idea of either vestment being a party symbol would no longer trouble men's minds.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 10, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92⅜ x d	Annuities, April, '85
Ditto for Account, July 92⅜ x d	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅜	Ex Bills, £1000, — per Ct. 5 p
New 3 per Cent., 92⅜	Ditto, £500, Do — 5 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 235
Do. 5 per Cent., Jan. '73	Ditto for Account,
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209½	Ind. Enf. Pr., 5 p C., Jan. '73 106
Ditto for Account	Ditto, 5½ per Cent., May, '79 110⅜
Ditto 5 per Cent., July, '80 111½ xd	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do, 5 per Cent., Aug. '73 104
Ditto 4 per Cent., Oct. '88 102½	Do. Bonds, 4 per Ct., £1000 24 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 24 p m
Ditto Enfaced Ppr., 4 per Cent. 92⅜	

RAILWAY STOCK.

Shres.	Railways.	Paid.	Closing price.
Stock	Bristol and Exeter	100	86
Stock	Caledonian	100	76½
Stock	Glasgow and South-Western	100	119
Stock	Great Eastern Ordinary Stock	100	42½
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124½
Stock	Do., A Stock*	100	135½
Stock	Great Southern and Western of Ireland	100	103
Stock	Great Western—Original	100	74½
Stock	Do., West Midland—Oxford	100	—
Stock	Do., do.—Newport	100	—
Stock	Lancashire and Yorkshire	100	134
Stock	London, Brighton, and South Coast	100	45½
Stock	London, Chatham, and Dover	100	16
Stock	London and North-Western	100	130½
Stock	London and South-Western	100	92
Stock	Manchester, Sheffield, and Lincoln	100	53
Stock	Metropolitan	100	67⅜
Stock	Midland	100	131½
Stock	Do., Birmingham and Derby	100	100
Stock	North British	100	38½
Stock	North London	100	121
Stock	North Staffordshire	100	62 x n
Stock	South Devon	100	48
Stock	South-Eastern	100	77
Stock	Taff Vale	100	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The foreign market has been very active this week, and partly in consequence of this, Consols have been dull. The railway market has also receded, it is believed, however, merely on realisations by speculators, and there are symptoms of recovery. There are some new American railway loans which invite English capital, but investors naturally are shy of placing their

money within the possibility of manipulation by combinations like those of the Erie "Ring."

The annual dinner of the Law Students' Debating Society will take place in July, somewhere in the country.

Mr. Thomas Ewing Winslow, lately one of the Commissioners in Bankruptcy, is about to resume practice at the bar.

The local bar and solicitors of Bristol have presented an address of condolence to Mr. E. J. Lloyd, Q.C., father of Mr. Edward Lloyd, who was murdered by Greek brigands.

We understand that the University of Oxford intend conferring an honorary degree on J. T. Bale, Esq., Q.C., LL.D., M.P., for Trinity College Dublin.

General Sir George Pollock, G.C.B., who has just been created a Field Marshal, is a younger brother of the Right Hon. Sir Frederick Pollock, Bart., late Lord Chief Baron of the Court of Exchequer, and of the late Sir David Pollock, who died while Chief Justice of Bombay. Sir Frederick Pollock is eighty-seven years of age, and Sir George Pollock is eighty-four.

INTERNATIONAL COPYRIGHT.—From returns made to our Parliament it appears that two kindred though distinct matters, which have long been on an unsatisfactory footing, are about to be so arranged that no one will have any reason to complain. We all know how British copyrights have been pirated in the States, and how all endeavours to come to a fair and equitable arrangement on the subject have hitherto been fruitless. This difficulty is likely to be settled, as Mr. Thornton, at Washington, has been empowered to sign a treaty on the subject, which both parties regard as satisfactory. The other matter is in reference to colonial copyrights. The law at present is, that while a copyright in the United Kingdom holds good over all the empire, the copyright of a colony takes effect only in that colony, and affords no protection to the owner either in Britain or anywhere else beyond the colony's border. This is now to be changed. A copyright in any British colony is to be regarded as Imperial as much as if taken out in London, and carries with it all the privileges in the States which a British copyright will do under the proposed convention, which, it is understood, is very much on the model of that some time ago concluded with France.—*Toronto Globe.*

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BAXTER—On June 6, at Lewes, the wife of Wynne E. Baxter, solicitor, of a daughter.

UNDERHILL—On June 7, at Newbridge, Wolverhampton, the wife of Joseph Underhill, Esq., barrister-at-law, of a daughter.

WHEELER—On May 25, at Penge, the wife of G. B. Wheeler, solicitor, of a son.

MARRIAGES.

LEES—GODWIN—On June 8, at the Church of St. Mary Magdalene, Stoke Bishop, Bristol, Richard Lees, solicitor, Galashiels, N.B., to Ellen, eldest daughter of James Godwin, Esq., of Oakfield, Stoke Bishop.

YEO—DAVIS—On June 7, at St. Pancras Church, Henry Vivian Yeo, Esq., barrister-at-law, to Emily Alice, third daughter of N. Davis, Esq., LL.D., F.R.G.S., London.

LONDON GAZETTES.

Winding up of Joint-Stock Companies.

FRIDAY, June 3, 1870.

UNLIMITED IN CHANCERY.

National Provincial Life Assurance Society.—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Mr. John Young, of 17, Tokenhouse-yard. Tuesday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Bohemian Glass Company (Limited).—Petition for winding up, presented May 30, directed to be heard before the Master of the Rolls on June 11. Heather & Co, Paternoster-row, solicitors for the petitioners.

Freehold and General Investment Company (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Moon, Lincoln's-inn-fields, solicitor for the petitioner.

STANNARIES OF CORNWALL.

Clifford Amalgamated Mining Company.—The Vice-Warden has, by an order dated May 30, ordered that the above company be wound up. Roberts, Truro, solicitor for the petitioner.

TUESDAY, June 7, 1870.

UNLIMITED IN CHANCERY.

European Assurance Society.—Petition for winding up, presented June 6, directed to be heard before Vice-Chancellor James on June 25. Mercer & Mercer, Mincing-lane, solicitors for the petitioner.

Professional Life Assurance Company, Registered.—The Master of the Rolls will, on Monday, June 27, at 2, at his chambers, Rolls-yard, Chancery-lane, proceed to make a call on the several persons who have been settled on the list of contributories of the company of one pound ten shillings per share.

Zara Baths Company.—Vice-Chancellor James has fixed June 22, at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

International Agricultural Credit Bank (Limited).—Vice-Chancellor James has, by an order dated June 6, appointed Sir Henry Drummond Wolff, of Boscambe Tower, Hants, Lachlan Mackintosh Bate, of Threadneedle-street, and George Augustus Cape, of Old Jewry, to be official liquidators.

International Agricultural Credit Bank (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Clements, Threadneedle-street, for Bircham & Co, solicitors for the petitioners.

International Land Credit Company (Limited).—Vice-Chancellor James has, by an order dated May 27, ordered that the above company be wound up. Townsend & Co, Princes-street, Storey's-gate, Westminster, solicitors for the petitioners.

Mariquita Mining Company (Limited).—Vice-Chancellor Stuart has, by an order dated May 27, ordered that the above Company be wound up. Day, Palmerston-buildings, Old Broad-street, solicitor for the petitioner.

Patent Waterproof Paper Company (Limited).—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to Frederick Forster Buffen, of 15, Coleman-street. Tuesday, July 12, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Southampton Imperial Hotel Company (Limited).—The Master of the Rolls has fixed June 17, at 12, for the appointment of an official liquidator.

Telegraph Construction and Maintenance Company (Limited).—Petition for confirming a resolution for reducing the capital of the above company from £747,000 to £448,200, presented Jan 7, directed to be heard before Vice-Chancellor James on June 11.

Vallongo Slate and Slab Quarry Company (Limited).—Petition for winding up, presented June 7, directed to be heard before Vice-Chancellor Malins on June 24. Merriman & Co, Queen-street, solicitors for the petitioners.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, June 3, 1870.

Asbness, Ann, Battersea-rise, Wandsworth, Spinster. June 30. Wells v Carr, V.C. Stuart. Wilkinson, John-street, Bedford-row.

Smith, John, Irchester, Northampton, Innkeeper. July 5. Dainty v Balaam, V.C. Stuart. Sherwood, Wellingborough.

Brooke, Thos Richd, Avening, Gloucester, Rector. July 1. Wansey v Brooke, V.C. Malins. Ryland, Lincoln's-inn-fields.

Chester, John, Everton, Nottingham, Farmer. July 1. Parkinson v Chester, V.C. Malins. Cartwright & Son, Bawtry.

Harvey, Mary, Victoria-terrace, Belsize-road, Hampstead, Widow. June 24. Smith v Bush, M.R. Rodwell, Edgware-road.

Ross, John Brown, Albert-square, Commercial-road, M.D. July 9. Wright v Ross, V.C. Stuart. Titt, Old Jewry-chambers.

Simson, Nathan, St. Dunstan-in-the-East, Merchant. July 5. Isaac v Defriez. Clayton & Sons, Lancaster-place, Strand.

Westall, Samuel Thos Maling, New-inn, Strand, Gent. June 30. Westall v Gower, V.C. Malins. Walker & Co, Southampton-street, Bloomsbury.

Wilks, Jos, York-street, Portman-square, Esq. July 1. Dickinson v Wilks, V.C. Malins. Lambert, John-street, Bedford-row.

TUESDAY, June 7, 1870.

Carr, Francis, Leeds, Drysalter. July 1. Howden v Carr, V.C. James. Nelson, Leeds.

Losada, Jose Rodrigues de, Regent-street, Clock Manufacter. July 1. Murrieta v Riego. V.C. James. Waltons & Co, Gt Winchester-st.

Lace, Ambrose, Lpool, Gent. July 14. Walker v Lace, V.C. James. Parker, Bedford-row.

Lee, Carrington, Gt Horkesley, Essex, Yeoman. July 4. Lee v Rumsey, M.R. Robinson & Co, Hadleigh.

Pearson, Frederick Burnett, Cleveland-square, Esq. July 10. Pearson v Pearson, V.C. Stuart. James, Lincoln's-inn-fields.

Skinner, Louisa, Egham, Surrey, Spinster. July 1. Simkins v Hunt, V.C. Stuart. Burgoynes & Co, Oxford-street.

Next of Kin.

Ffowke, Thos, Wapping, Merchant; Peter Ffowke, Tower-street, Gent; Thos, Ffowke, Limehouse, Mariner; and Thos Ffowke, London, Plumber. June 17. Ffowke v Briggs, M.R.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 3, 1870.

Adams, Louisa, Cheltenham, Gloucester, Spinster. July 15. Whateley & Whateley, Birm.

Bowlby, Rosanna, Brunswick-sq, Camberwell. Widow. July 1. Pattison & Co, Lombard-st.

Browne, Rev Jas Caulfeild, Dudley, Worcester. Aug 1. Pattison & Co, Lombard-st.

Bugden, Richd, Ball's-pond-rd, Commander R.N. Aug 1. Dowse & Darville, Lime-st-chambers.

Crapper, Elias, Holdworth, York, Farmer, July 19. Parker & Son, Sheffield.

Davenport, Sarah Ann, Macclesfield, Chester, Spinster. July 8. Shand, Stafford.

Edgley, Robert Thos, Gurney-st, Walworth, Builder. Aug 1. Anne Edgley, Gurney-st, Walworth.

Fisher, Edward, Bristol, Gent. July 18. Hobbs & Peters, Bristol.

Gilbody, Wm, Old Trafford, nr Manch, Gent. July 31. Orton, Manch.

Gould, John, Warwick-gardens, Kensington, Esq. July 10. Lewin & Co, Southampton-st, Strand.

Gray, Wm Wilson, Somerset-st, Portman-sq, Jobmaster. July 12. Bartley & Saxton, Somerset-st.

Grigg, Eliz, Brill-row, St Pancras, Widow. July 6. Draper, Vincent-sq, Westminster.

Grigg, John, Brill-row, St Pancras, Glass Cutter. July 6. Draper, Vincent-sq, Westminster.

Hart, Wm, Brighton, Sussex, Hatter. July 31. Stevens & Haselwood, Brighton.

Manley, Matthew, Marsden, Lancaster, Innkeeper. July 11. Hall & Baldwin, Clitheroe.
Martens, Wm Wills, Lpool, Gent. Aug 1. Paget, Lpool.
Morgan, Edward Ashenhurst, Ceylon, Esq. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Emily Frances Rosilla, Avonbank, Hants, Spinster. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Eusebius Hamilton, Ceylon, Coffee Planter. Aug 1. Dowse & Darville, Lime-st-chambers.
Morgan, Jas Hoy, Surgeon on board steam ship Orinoco. Aug 1. Dowse & Darville, Lime-st-chambers.
Payne, Hy Wm, Bognor, Sussex, Shoemaker. July 16. Elkins, Bognor.
Pittom, Richard, Barby, Northampton, Farmer. Sept 1. Hobbs & Peters, Bristol.
Rhodes, George, Manch, Oil Merchant. July 1. Stevenson & Co, Manch.
Sidney, Mary, Clifton, Bristol, Widow. July 30. Benn, Rugby.
Spencer, Samuel, Beedle, Lancaster, Licensed Victualler. July 1. Peacock & Co, Lpool.
Tasker, John, Dartford, Kent, Brewer. July 13. Talbot & Tasker, Bedford-row.
Walmsley, Eliza, Boaredge, nr Bury, Lancaster, Spinster. July 4. Grundy & Co, Bury.
Watts, Margaret Rebecca, Battle, Sussex, Widow. June 30. Ellman & Co, Battle.
Welch, Timothy Yeats, Lpool, Shareholder. July 25. Maxsted & Gibson, Lancaster.
Whateley, Isabella Sophia, Sunninghill, Berks, Widow. July 24. Birch & Co, Lincoln's-inn-fields.
Woodward, Wm, St Alban's-rd, Highgate-rd, Esq. July 1. Giraud, Furnival's-inn.

TUESDAY June 7, 1870.

Arber, Eliz, Newmarket St Mary, Suffolk. Widow. July 6. York, Newmarket.
Batray, Wm, Tavistock-sq, Esq. July 7. Curtis & Bedford, Gresham-st West.
Buckley, Eliz, Blandford-pl, Regent's-park, Widow. July 4. Morris, Newman-st, Oxford-st.
Dyson, Edmund, Warrington, Lancaster, Builder. July 24. Davies & Brook, Warrington.
Foxall, Sarah, Romsley, Salop, Spinster. July 1. Hardwick, Bridgnorth.
Hodges, John, Tunbridge Wells, Kent, Corn Merchant. Aug 1. Stone & Co, Tunbridge Wells.
Lee, Matthew, Selstone, Nottingham, Butcher. June 30. Handley & Walkden, Mansfield.
Manners, Russell Hy, Henrietta-st, Cavendish-sq, Admiral. July 20. Tucker & Co, King-st, Cheapside.
May, Rev Jas Lewis. West Putford, Devon. July 14. May, Woodbridge-st, Clerkenwell.
Mould, Richard Andrews, Everton, nr Lpool, Esq. July 1. Johnson & Raper, Chichester.
Moyer, Stephen, Sutton, Lincoln, Farmer. July 8. Mossop & Co, Long Sutton.
Parker, Wm, Birm, Pawnbroker. July 1. Rawlins & Rowley, Birm.
Peter, Wm, Berkeswell, Warwick, Farmer. July 14. Dewes & Son, Coventry.
Rollings, Thos, Morton, Lincoln, Farmer. July 4. Lott & Rogers, Bowlane.
Whittem, Mary Ann, Whittley, Warwick, Widow. July 14. Dewes & Son, Coventry.
Wilkinson, Thos Aytoun, Starkholms, nr Matlock, Bath, Derby, out of business. Sept 1. Whitley & Maddock, Lpool.
Woodman, John, Westbourne, Sussex, Basket Maker. July 15. Cowdell & Grundy, Budge-row.

Deeds registered pursuant to Bankruptcy Act, 1861.

TUESDAY, May 24, 1870.

Clarke, Chas Hy, Paternoster-row, Publisher. March 2. Comp. Reg June 4.
Sprye, Richd Saml Mare, Gloucester-rd, no business. March 21. Comp. Reg June 3.

Bankrupts

FRIDAY, June 3, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Armstead, Wm, Barnsbury-st, Islington, Rate Collector, Pet June 2. Roche. June 15 at 12.
Bennett, Wm, sen, Queen's-rd, Peckham, Cowkeeper. Pet May 30. Brougham. June 17 at 1.30.
Cotterill, Wm Hy, Throgmorton-st, Solicitor. Pet June 2. Roche. June 22 at 11.
Evans, Wardle Eastland, Welbeck-st, Marylebone, Harmonium Manufacturer. Pet May 30. Pepys. June 16 at 11.30.
McLaren, Peter, Caledonian-rd, Baker. Pet May 31. Pepys. June 14 at 1.
Rourk, Gilbert, Storey's-gate, Gt George-st, Westminster, Licensed Victualler. Pet May 31. Brougham. July 1 at 11.
Rouse, Geo Heather, Poland-st, Oxford-st, Clerk. Pet May 30. Brougham. June 17 at 1.

To Surrender in the Country.

Clayton, Joseph, Leicester, Tin Plate Worker. Pet May 31. Owston Leicester, June 18 at 10.
Goodbehere, Saml, Birm, Attorney. Pet June 1. Chauntler. Birm, June 15 at 10.
Grundy, John, Birkenhead, Cheshire, Flour Dealer. Pet May 30. Wason. Birkenhead, June 18 at 10.
Higginson, Fras, Tunbridge Wells, Retired Captain H.M. Navy. Pet May 30. Walker. Tunbridge Wells, June 16 at 3.
Hooker, Geo Fredk, Marlowes, Hertford, Builder. Pet May 27. Blagg. St Alban's, June 11 at 11.
Lawton, Chas, Ashton-under-Lyne, Lancashire, China Dealer. Pet May 31. Hall. Ashton-under-Lyne, June 16 at 11.
Lee, Chas Edwd Stanley, Aldershot, Hants, Lieut H.M. 13th Reg. Pet May 28. White. Guildford, June 18 at 1.
Tasker, Geo, Teignmouth, Devon, Builder. Pet June 1. Daw. Exeter, June 14 at 1.
Taylor, John Holt, Wm Richd Taylor, & John Whittaker, Middleton, Lancashire, Builders. Pet May 30. Tweedale. Oldham, June 16, at 2.30.
Williams Geo Wm, Sidbury, Worcester, Innkeeper. Pet May 30. Crisp. Worcester, June 21 at 12.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Hughes, Wm Edwd, Ostend, Belgium, non-trader. Pet June 2. Murray. June 20 at 11.

To Surrender in the Country.

Jameson, John, & Jas Steele McCormick, Wigan, Lancashire, Contractors. Pet June 2. Phillips. Kingston-upon-Hull, June 22 at 12.
Mortimore, Wm, Torquay, Devon, Lodging-house Keeper. Pet June 3. Daw. Exeter, June 18 at 10.
Slater, Jas, Burley, nr Leeds, Cloth Merchant. Pet June 3. Marshall. Leeds, June 20 at 11.
Spowers, Edwd, & Lawrence Spowers, South Hylton, Durham, Shipbuilders. Ellis. Sunderland, June 21 at 11.
Taylor, Liberty, Tunbridge Wells, Kent, Plumber. Pet June 3. Walker. Tunbridge Wells, June 20 at 3.

BANKRUPTCIES ANNULLED.

TUESDAY, June 7, 1870.

Geary, John Joseph, Leamington Priors, Warwick, Tailor. June 4.

YATES & ALEXANDER, Printers, Symonds-inn, Chancery-lane.